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ABSTRACT

This research examines trends in the noncompensation aspects of collective bargaining by teachers, the factors responsible for these trends, the nature of the negotiations process itself, institutionalization of contractual provisions, and dependence on past practice and political action as alternatives to collective bargaining. The study was divided into two phases: a quantitative analysis of teacher contract data from a national sample of school districts at two time periods (1970 and 1975) and intensive fieldwork in 15 of these districts. The phase 1 analysis indicated that, generally, teacher organizations first bargain over and obtain increases in salary and fringe benefits, then move on to working conditions and job security, and finally to issues of educational policy. Phase 2 indicated that as the collective bargaining process has matured, it has become more professionalized with negotiations conducted largely by professional negotiators on each side. The paper concludes that collective bargaining does not affect significantly either classroom operations or the quality of educational services that teachers provide to students. (Author/LD)

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ORGANIZED TEACHERS IN AMERICAN SCHOOLS

PREPARED FOR THE NATIONAL INSTITUTE OF EDUCATION

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PREFACE

This report is the culmination of two years of research on the noneconomic effects of teacher collective bargaining. It was completed as one of the tasks undertaken by The Rand Corporation's Policy Research Center in Educational Finance and Governance. Primary funding was provided by the National Institute of Education with supplemental funding from the Office of the Assistant Secretary for Education, Department of Health, Education, and Welfare.

The purpose of the study is to identify trends in teacher collective bargaining on items other than compensation and to analyze how such trends affect the operations of schools and classrooms. The nature of the bargaining process and the effects of various alternatives to collective bargaining are also explored.

The report promises to be of interest to educational decisionmakers at the federal, state, and local levels as well as to teacher organizations and school district negotiation staff. Classroom teachers, parents, and taxpayers will find that Chapter IV, "Conclusions," contains points of interest.

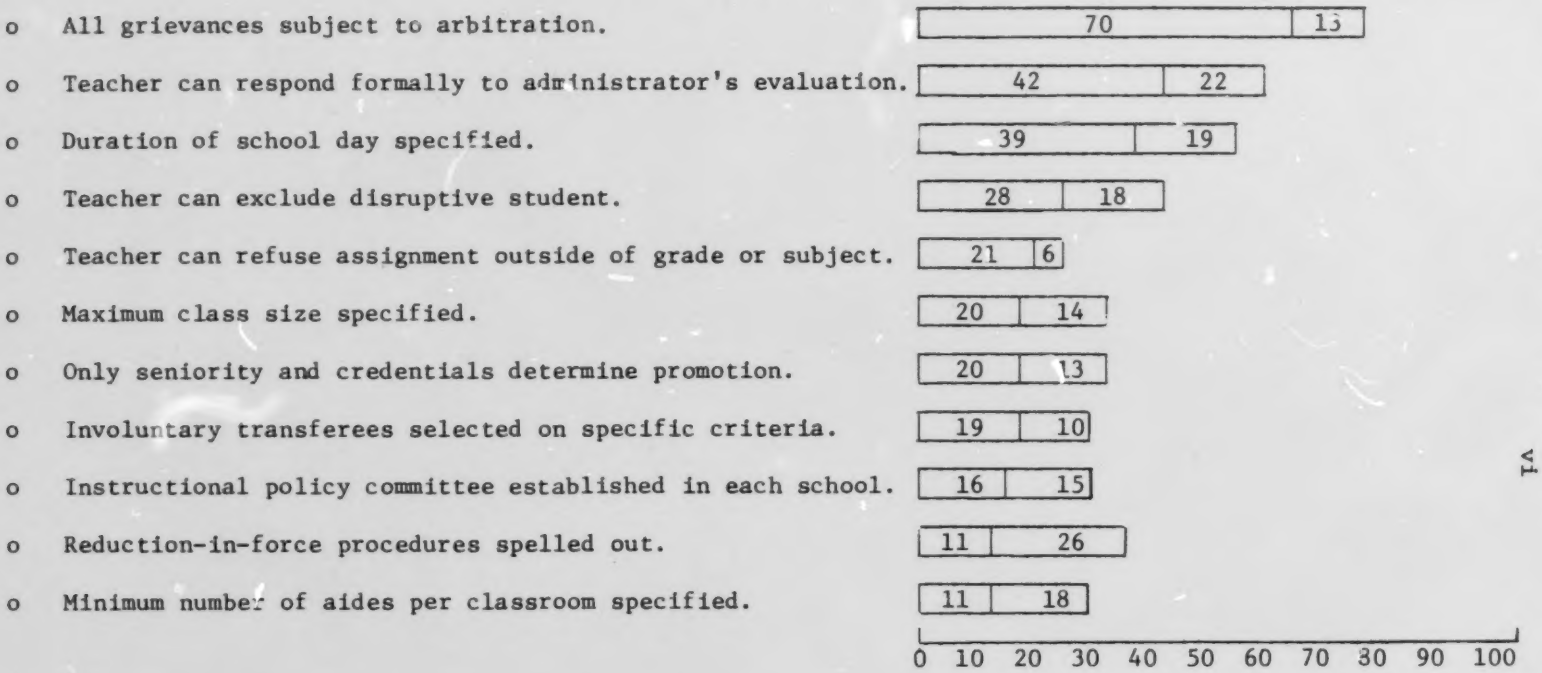
SUMMARY

Past research on teacher collective bargaining has largely focused on the relationship between collective bargaining and teacher wages and fringe benefits. In addition to these economic effects, however, teacher collective bargaining also affects school and classroom practices and the governance of public education.

The objective of this study is to enhance understanding of the organizational consequences of teacher collective bargaining in school districts and individual schools. Our research examines trends in the noncompensation aspects of collective bargaining, the factors responsible for these trends, the nature of the negotiations process itself, institutionalization of contractual provisions, and finally, dependence on past practice and political action as alternatives to collective bargaining.

The study was divided into two phases: a quantitative analysis of teacher contract data from a national sample of school districts at two time periods (1970 and 1975) and intensive fieldwork in 15 of these districts. The purpose of the first phase was to determine what types of noncompensation provisions have been included in teacher contracts and how they differ over time and across types of districts.

In order to answer these questions, information was extracted from the sample of 151 contracts on such topics as grievance procedures, class size and hours, supplementary classroom personnel, teacher evaluation, job security, teacher safety and student discipline, and teacher instructional policy committees. (See Fig. S.1 for specification of provisions.) The coding instrument used to obtain these data was designed to indicate not only whether a contract contained a particular provision, but also the substance and strength of that provision. A telephone survey was then conducted to collect information on the national affiliation of the teacher organization and the length of time it has represented teachers, the number of years the district has been bargaining, the proportion of teachers belonging to the teacher organization, and the strike history of the district. Secondary sources



NOTE: The first part of each bar indicates the fraction of the total sample of districts which had a particular provision by 1970. The second part of the bar represents the proportion of the total sample which attained the provision between 1970 and 1975.

Fig. S.1--Trends in attainment of key noncompensation provisions, 1970 and 1975

were used to gather aggregate data on a number of demographic factors including: the district enrollment and ethnic composition, minimum starting teacher salary, per-pupil spending, county population and income, school district location (region, SMSA, degree of urbanness), and percent of state labor force unionized. Finally, the state statutes and relevant case law covering teacher collective bargaining were examined and information collected on whether bargaining is permitted or mandated, whether there are penalties for strikes, and whether bargaining on specific subjects (e.g., class size, aides, etc.) is mandated, permitted, or prohibited.

The phase one analysis indicated that collective bargaining gains by teachers follow a distinct pattern. Teacher organizations first bargain over and obtain increases in salary and fringe benefits; they then move on to working conditions and job security and only lastly, to issues of educational policy. Although noncompensation gains have not been universal, teachers have significantly improved their working conditions and increased their influence over school and classroom operations. Regulation of class size may be one of the most dramatic gains, but negotiated provisions covering assignment and transfer policy are another important collective bargaining achievement. At the same time, organized teachers now play a major role in decisions about the length and composition of the school day, how teachers are evaluated, and how supplementary personnel are used in the schools. Contrary to our initial expectations, we also found that often such gains are obtained in tandem with advances in compensation. So, for example, the attainment of a costly class-size provision is only infrequently a substitute for salary increases. (Figure S.1 portrays gains in noncompensation items for the sample of contracts.)

Using the multivariate analysis on the 1970 contract data (and cross-tabular analysis of the 1975 data), we were able to draw some conclusions about the determinants of contractual outcomes.[1] Except

[1] Convergence of contractual outcomes over time and major secular changes in American education after 1970 (e.g., widespread enrollment decline, fiscal constraints) affected our ability to fit a multivariate model to our 1975 data.

for district size which, when significant, was positively related to contract results and some regional factors, demographic variables did not consistently work in the expected directions. For example, districts in states with a highly unionized labor force grant some provisions, but fail to grant others, with no obvious pattern.

Our analysis of the effect of organizational factors on contractual outcomes produced clearer results. Contrary to many expectations, AFT locals do well on some professional items, just as NEA affiliates are able to secure "bread and butter" provisions. Willingness to strike has produced mixed results for organized teachers. Local organizations which enroll a large proportion of the teaching force as members are sometimes less able to secure provisions than are smaller organizations spurred on by competition with a viable rival organization. The state statutory environment was the most significant predictor of provision attainment among those variables included in our quantitative analysis. Teacher organizations in states with a law permitting or mandating bargaining on a specific provision were more likely to win that provision than organizations in states without such a law. On the other hand, in states where strike penalties could be imposed, fewer provisions appeared in contracts. Although we could not explain *overall* contract strength through statistical analysis, we developed some useful descriptive methodology for measuring strength and scope.

It became clear during the first phase of the research that some of the most important factors affecting collective bargaining outcomes could not be studied using the contract data alone. Therefore, we conducted fieldwork in 15 school districts and five state capitals. These districts were selected because together they maximized variation on a number of factors shown to be significant during the earlier analysis.

In each district Rand staff interviewed all parties to the collective bargaining process including labor and management negotiators, school board members, district administrators, and the leadership of the teacher organization. In addition, school-site personnel, community group leaders, general information respondents (usually the education reporter for the local newspaper) were visited. At the state

level, labor relations agency officials, state legislators and their staffs, and representatives of the state teacher organizations were interviewed. The purpose of these latter interviews was to obtain a state-level perspective on the effect of the collective bargaining statute and to determine whether the collective bargaining experience of the districts we visited was typical of others in the state. At the conclusion of the fieldwork, we wrote a case study report on each site using a detailed outline so that comparisons could be made across districts.

The fieldwork analysis indicated that as the collective bargaining process has matured it has become more professionalized. Negotiations are usually conducted by professional negotiators on each side with little active participation from either the school board or the community. Local political and organizational factors such as public attitudes toward teacher collective bargaining and the quality of the relationship between the district and the teacher organization tend to predominate in determining the tenor of the negotiations and the substance of the final settlement. In fact, these variables are often more significant in explaining contractual outcomes than are state statutes regulating scope and impasse resolution.

While organized teachers have adopted a dual strategy of collective bargaining and political action, the payoffs from lobbying and support of electoral candidates have come primarily at the state rather than the local level. Organized teachers have been able to obtain from state government greater financial support for public education, more favorable collective bargaining laws, and state-mandated regulations on class size, salary schedules, and other topics that supplement local collective bargaining gains.

The noneconomic effects of collective bargaining are more perceptible at the school than the district level. Because of contractual provisions regulating teacher working conditions, principals have less latitude than before in managing their own buildings. However, collective bargaining does not seem to have affected significantly either classroom operations or the quality of educational services that teachers provide to students.

Although the future real gains of organized teachers will likely not equal those made in the period 1965-1975, teacher collective bargaining will continue. Consequently, there are a number of implications of the research that ought to be considered by groups involved in the educational system.

The successful implementation of federal reform efforts will increasingly depend on the cooperation of influential teacher groups as well as on the support of school management. Therefore, it seems advisable that the federal government in its role as change agent develop mechanisms for involving organized teachers in the planning of innovations. Because political and organizational factors vary so much from state to state and even among districts within a state, federal legislation on public employee bargaining ought not to preempt state statutes. If sufficient political support exists for the passage of such legislation, the federal law should be drafted so as only to apply in states which do not have a statute that meets certain minimum standards, thus guaranteeing teachers (and other public employees) a uniform process but, at the same time, encouraging states to enact their own legislation.

Although local conditions play a predominant role in determining the shape of local agreements, state laws governing teacher bargaining do matter. Those states which require bargaining on a broad range of issues and which fail to impose harsh penalties for teacher strikes are likely to have, other things equal, districts with strong contracts. At the same time, teacher organizations in states with collective bargaining statutes feel less need to bypass the collective bargaining process and seek satisfaction through either strikes or local political power. Even though the best resolutions to impasse are those worked out by the parties themselves, there will always be some unresolved disputes which require standard procedures. No single impasse procedure however is uniformly effective. The state role in educational finance will undoubtedly grow as a consequence of the finance equalization movement and the disenchantment with the property tax. State governments can, therefore, expect to feel even more pressure from organized teachers as state financial assistance looms larger and as teachers

attempt to move to the state level more of the decisions now being made by local boards of education. And, state-mandated reforms in educational practice will increasingly need to accommodate teacher views.

Most school board members avoid active participation in negotiations with teachers, apparently having concluded that delegation of responsibility for bargaining to professionals fosters routinization and harmony. The sidelining of school board members means little real participation by elected representatives of the public. Whether school board members can continue to represent their constituents adequately while staying out of bargaining is a normative question. They appear to have traded off efficiency in negotiations for participation in the process. Statewide teacher groups have attained considerable power in legislatures and state administrative agencies through political action. Although in terms of numbers and financial power the teachers have a definite advantage, school boards might achieve a more favorable balance if they devoted more resources to political action.

On almost all counts, management does better the more professional its negotiation team, whether the leader is an outside specialist or a well-placed insider. Professionalism in negotiations makes contract implementation easier as well. Cooperative informal relations between management and employee representatives also engenders smooth implementation. Since collective bargaining is likely to come eventually to virtually all school districts, delaying actions by management may prove less efficacious than the development of familiarity with bargaining requirements, with the recognition that over time agreements almost invariably become more advantageous to teachers.

Although school principals may, for sound reasons, prefer to avoid participation in teacher negotiations, they will inherit the responsibility to make the contract work at the school site. The inevitability of collective bargaining implies that principals can best do their jobs by accepting the contract, working with teachers to adapt it to the school, and employing it as a mechanism for better management and teacher participation.

Teacher group officials, interested in forecasting the future shape of their own contracts, will do well to observe outcomes in the large "flagship" districts with mature bargaining relations. The trend toward convergence in the characteristics of agreements seems quite strong. Our findings highlight the possibility of simultaneous progress on a number of fronts--compensation, working conditions, job security, professional matters--although within any category priorities may have to be established to score advances. Teacher organizations derive impressive payoff from political action at the state level and much more modest returns from resources invested in the local scene. Cooperative relations with management seem associated with strong and broad contracts. Strikes, on the other hand, have produced decidedly mixed results. They frequently fail to secure the gains sought and often generate anti-teacher attitudes in the community.

By and large, rank-and-file teachers have substantial influence on how their organizations set bargaining agendas and establish contract settlement points. For noncompensation items, the main advantages of the contract for teachers lie in systematizing in-school processes and constraining administrative capriciousness. Some advances in working conditions and professional matters appear to be independent of bargaining. Generally, a strong contract does not preclude good working relations between teachers and administrators.

Despite the significant effect of collective bargaining on school costs (and, therefore, tax levies), the general public shows little sustained interest in teacher bargaining except during times of crisis. Citizens may simply assume--often incorrectly--that their elected representatives on the school boards take an active part in negotiations. However, general public attitudes toward organized labor and teacher collective bargaining do affect the very broad parameters of contracts, probably through election of sympathetic board members who then appoint school executives with similar views.

We found that students experience the effects of bargaining only indirectly and occasionally. They may attend somewhat smaller classes, but for fewer hours per day and fewer days per year. Rising personnel costs may result in less supplementary learning resources for students,

but at the same time teachers may be happier and aides and specialists more plentiful. An older and more highly credentialed teacher force may mean more expertise in instruction, but perhaps less flexibility and energy. How any of these consequences of collective bargaining influence the rate of learning or other student interests remains largely unknown.

ACKNOWLEDGMENTS

In undertaking this research we were fortunate in being able to call upon the talent and skills of many people. Charles Cheng of UCLA; Stephen Carroll, Daniel Relles, and Richard Victor of Rand; and Don Walker of NEA provided us with invaluable substantive and methodological advice throughout the study and thus reduced our hours of "trial and error." William Lisowski ably handled all the computer programming tasks for the study. Margaret Gwaltney, Ellen Marks, Susan Reese, and Abby Robyn coded over three hundred contracts with care and accuracy. Jane Cobb's work provided us with comprehensive information from our telephone survey of bargaining units.

The success of our field-based research would not have been possible without the advance work done by Jane Cobb, Larry Day, Marjorie Green, and Abby Robyn. Field interviewers Charles Cheng, Jane Cobb, Barbra Davis, Larry Day, Renee Gould, Marjorie Green, Abby Robyn, Richard Victor, and Gail Zellman collected high-quality information on an often sensitive topic and wrote detailed and thoughtful case studies.

This report has been improved by the comments of Stephen Carroll, Deborah Hensler, Paul Hill, John Pincus, and Richard Victor. Although their suggestions on the presentation and interpretation of material for this report were particularly helpful, they are in no way responsible for its shortcomings. Dennis Doyle, David Mandel, and Marc Tucker of NIE have been supportive throughout the course of this research.

Ann Westine, Lucy Wilson, and Millie Zucker handled the often tedious secretarial tasks associated with a complex project skillfully and with good humor.

We are especially grateful to those respondents throughout the country who took the time to share with us their knowledge of teacher collective bargaining.

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Chapter I

INTRODUCTION

OBJECTIVES

This study reports on the consequences of teacher collective bargaining--particularly as it affects the management of schools and the delivery of educational services.[1] As organized teachers seek improved working conditions, more job security and increased professional autonomy, American schools inevitably change. By examining teacher gains in areas other than salaries and fringe benefits--the traditional subjects of collective bargaining research[2]--we hope to illuminate the current situation and assess future prospects.

The research consisted of two phases. In the first we examined a sample of over 100 contracts and used multivariate statistical analysis to determine how the attainment of noncompensation items has varied over time and across school districts. We were particularly interested in the effects of certain policy variables on contractual outcomes. For example:

- How do contracts change as the bargaining relation matures?
- How important is the affiliation (NEA vs. AFT) of the local organization?
- To what extent do trade-offs occur between compensation and noncompensation items?

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[1] Public elementary and secondary school teachers have experienced one of the highest rates of increase in collective bargaining activity. Between the 1966/1967 and 1972/1973 school years, the number of local school districts (with 1000 or more pupils) operating under collective bargaining agreements increased by more than 500 percent ("Growth of Teacher Contracts: 1966-1973," 1973). According to the Census Bureau, 60 percent of all public school teachers were covered by formal collective bargaining agreements by 1975 (U.S. Bureau of the Census, *Labor Management Relations in State and Local Governments*, 1977).

[2] See Bibliography.

- Do strikes pay off?
- How does the state legal environment affect local contracts?

The second phase involved intensive fieldwork in 15 school districts and five state capitals. Research in the case study sites--selected on the basis of the phase I findings--was designed to answer a complementary set of questions, such as:

- How important are local political and organizational factors in the determination of bargaining outcomes?
- Which groups participate in the bargaining process?
- How are collective bargaining gains institutionalized at school sites?
- To what extent do informal relations between the school management and the bargaining unit affect educational governance?
- Does political action by organized teachers supplement bargaining attainments?

The statistical analysis made possible a comprehensive view of trends and variations in bargaining. But the primitive state of collective bargaining theory and gaps in data availability meant that models were necessarily underspecified. The case studies provided rich information on local forces and processes but are inevitably particularistic. A blend of the findings derived from the two approaches seemed to us the best method to describe collective bargaining in education and its consequences.

Teacher collective bargaining has more general implications for both public and private sector labor relations. Teachers consider themselves professionals and, thus, bargaining over working conditions--broadly defined--inevitably leads into issues which, in most work situations, are considered management prerogatives. Consequently, gains in such fields by teachers may forerun future campaigns by other public employees--e.g., police, social workers, nurses--and may even herald departures in collective bargaining in the private sector.

Finally, the attainments of teachers in the bargaining arena have important implications for the design and implementation of federal educational policy. The increased influence of teachers may facilitate the adoption of certain reforms promoted by federal program administrators, but constrain other potential changes. Generally, it seems more and more that organized teachers constitute a key decision point in school operations. They have become, largely through collective bargaining, conscious participants in policymaking.

This report makes no attempt to evaluate the merits of teacher collective bargaining. Rather, it assesses bargaining trends, analyzes the factors associated with various contractual outcomes, and describes the role of organized teachers in district and school decisionmaking.

DESCRIPTION OF THE STUDY

During the first phase of the study we assembled a sample[1] of collective bargaining contracts and extracted information from each on such topics as grievance procedures, class size and hours, supplementary personnel, teacher evaluation, job security, teacher safety and student discipline, and instructional policy committees.[2] The coding instrument[3] used to obtain these data was designed in such a way as to indicate not only whether a contract contained a particular

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[1]This sample included all districts which have collective bargaining and a student population of more than 50,000 as well as a random sample of all districts with collective bargaining and more than 12,000 students. In order to identify bargaining trends and changes in the attainment of specific provisions over time, contracts for two time periods (approximately 1970 and 1975) were coded. For 1970, n=133 and for 1975 n=151 (the additional 18 represent districts which began collective bargaining after 1970).

[2]Most of the contracts used in this study were available on microfilm from the National Education Association. Those contracts which were unavailable at the NEA were obtained by writing directly to the local school district.

[3]Our reliability analysis indicated an 85 percent level of agreement across coders.

provision, but also the substance and strength of that provision. For example, the coding form indicated not only whether a contract had a provision dealing with instructional policy committees, but also included questions on:

- o whether the committee was mandated or permitted
- o whether it operated at the district and/or school level
- o its membership (i.e., whether teachers constitute at least one-half of the membership)
- o the scope of the committee's responsibilities (e.g., textbook selection, curriculum review, etc.)
- o the resources available to it
- o whether the local board of education must respond to committee recommendations

A telephone survey of all teacher organizations in our sample of contract districts was used to collect data on the national affiliation of the teacher organization and the length of time it has represented teachers at the bargaining table, the number of years the district had been bargaining, the proportion of teachers belonging to the teacher organization, and the strike history of the district. Secondary sources[1] were used to gather aggregate data on a number of demographic factors including: the district enrollment and ethnic composition, 1970 and 1974; minimum starting teacher salary, 1970 and 1974; per pupil spending, 1969; county population and income; school district location (region, SMSA, degree of urbanness) and percent of state labor force unionized.[2]

In addition, we examined the state statutes and accumulated case law covering teacher collective bargaining and collected information

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[1] See, for example, U.S. Bureau of Labor Statistics, *Directory of National Unions and Employee Associations, 1971*, 1972; Steiver, 1969; Steiver and Bushey, 1976; DHEW, "1968-1974 Racial-Ethnic Survey," 1974; and U.S. Departments of Labor and HEW, *Employment and Training Report of the President*, 1976.

[2] See Appendix B for a description of the methods used to estimate the value of missing variables.

on whether bargaining is permitted or mandated, whether there are penalties for strikes, and whether bargaining in specific areas (e.g., class size, aides, etc.) is mandated, permitted, or prohibited. The data on these last two items were obtained from the state statutes and relevant case law.

The purpose of the first phase of the study--discussed in Chapter II--was to determine what types of noneconomic provisions have been included in teacher contracts and how they differ over time and across types of school districts. We were particularly interested in the independent effects of organizational variables on the likelihood of attaining contract provisions. These included the affiliation of the bargaining group, its success in organizing large fractions of teachers, its strike history, and its salary gains, but included as well the state legal environment under which negotiations occurred. In order to answer such questions, we performed multivariate analyses on the contract data so that a series of background factors could be controlled for.

It became clear in the course of research that some of the most important factors affecting collective bargaining outcomes could not be studied using contract data alone. Therefore, the second phase of our analysis--discussed in Chapter III--comprised fieldwork in 15 school districts and five state capitals across the country. During the fieldwork we attempted to improve our understanding of the effect of collective bargaining on local district operations and governance by gathering information on a number of issues which could be best illuminated with intensive field methods. Among the issues explored were:

- how the actual collective bargaining process operates, including the role of key participants and the extent to which state statutes actually constrain bargaining
- the extent to which collective bargaining gains are institutionalized at school sites
- the nature of the informal working relationship between school management and the bargaining unit

- the extent to which political action is used to supplement bargaining outcomes

These findings were then combined with the results of the statistical analysis on the contract sample to explain major trends in the noncompensation aspects of teacher collective bargaining. The final chapter of the report outlines the implications of our findings for various groups involved in the educational enterprise and discusses the future of collective bargaining in the nation's schools.

Chapter II

STATISTICAL ANALYSIS OF TEACHER COLLECTIVE BARGAINING AGREEMENTS

This chapter presents the major findings from the analysis of our sample of teacher collective bargaining agreements. It begins with a discussion of the major trends in bargaining by public school teachers and then discusses the factors which appear to determine the shape of agreements in particular school systems. Appendices A, B and C discuss the assembly of data as well as some methodological problems in devising *aggregate* indicators of contract outcomes.

The chapter is organized around the following topics:

- Selection of Key Provisions

  Teachers look to bargaining for the advancement of certain interests in addition to compensation:

  - What contract provisions best exemplify these concerns?

- Major Trends in Teacher Agreements

  Over time the nature of collective bargaining agreements change:

  - Are there identifiable trends with respect both to the key provisions and to overall contract scope?
  - What are the implications for classroom environment?
  - What are the implications for the locus of educational decisionmaking?

- Explanation of the Trends

  Local factors partly determine the scope of a given contract and whether or not it contains each of the key provisions:

  - How important are locational and demographic factors in explaining outcomes?
  - How important are organizational factors such as affiliation, the characteristics of the bargaining relationship, strike behavior, and political action (the results of which are manifested in state law)?

- Does there appear to be a trade-off between compensation and other items in bargaining?
- Is there a process of convergence in the nature of teacher agreements? That is, over time has the salience of local factors diminished?

SELECTION OF PROVISIONS

Our first task entailed the selection of contract provisions for study. After discussion with staff from the National Education Association, we developed a list of 14 separate domains, all or part of which are usually included in the noncompensation portion of a teacher organization's bargaining agenda. The choice of provisions within these domains was governed by two criteria: (1) they are linked to concerns over working conditions, job security, and professional autonomy by public school teachers; and (2) they influence the way educational services are delivered and schools governed. The domains were selected to reflect the underlying objectives of bargaining as follows:

Working Conditions
- o School calendar and working hours
- o Class size
- o Supplementary classroom personnel
- o Student discipline/teacher safety

Job Security
- o Assignment
- o Transfers
- o Promotion
- o Reductions-in-force

Professional Issues
- o In-service and professional development
- o Instructional policy committees
- o Student grading and promotion
- o Teacher evaluation

Other
- o Grievance procedure
- o Federal programs

The last two domains affect various of the underlying objectives. The constituent provisions assigned to each domain, indicated in Appendix A, may have implications for several objectives at once.

Grievance procedures, according to both our expert advisers and our subsequent fieldwork, constitute the "heart of the contract." Without strong provisions on grievances, other contract provisions may prove unenforceable. Limits on class size and hours influence the amount of contact between individual students and their teachers, and the latter affects the availability of teachers to parents, peers, and supervisors.[1] The use of supplementary personnel (aides) can increase the adult/child ratio in the classroom and may free teachers for instructional duties, but may also work to lessen student contact with and the overall demand for experienced teachers unless the contract prevents the replacement of certificated personnel by aides. The regulation of teacher evaluation may make these assessments less capricious but may also serve to frustrate attempts to weed out the incompetent.

The incorporation of assignment, reduction-in-force, and transfer policies into the contract standardizes procedures in a field which most administrators consider a critical management prerogative. In effect, objective criteria--seniority and credentials--rather than supervisor discretion become the governing standards. Similar effects occur when promotion policy becomes a matter for negotiation.

In-service programs provide teachers the opportunity to upgrade skills and to advance professionally while the institutionalization of instructional policy committees gives teachers influence--which varies with the forcefulness of the provisions--over the content of the educational program. Student grading, promotion, and disciplinary provisions heighten teacher control over the classroom. Disciplinary power may increase the orderliness of classrooms--an important contributor to the learning environment[2]--but carries as well the potential for abuse by teachers disinclined to work with the hard-to-educate. Provisions which give teachers influence over the nature of the federal

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[1] In our examination of the contracts in the sample and in discussions with experts, we found that class-size and school-hour items are generally aimed at reducing these below customary levels.

[2] See Armor, 1976.

program may have indirect effects on such factors as staff/student ratios, faculty racial balance, mainstreaming of handicapped students, and the like.

As a first step, we examined the sample of contracts to determine whether these items occurred frequently enough to warrant statistical analysis. Certain provisions that appeared infrequently were excluded from the analysis, using a cut-off of 3 percent. In fact, there were entire domains of bargaining for which the provisions hardly ever appeared in our sample. These included Voluntary Transfers, Inservice and Professional Development, Student Grading and Promotion, and Federal Programs.[1] For other domains--sides, class size, reduction-in-force procedures, and assignment--there emerged only a single provision in which there were a sufficient number of attainments in the contract sample to make possible statistical treatment.

For those domains in which multiple provisions appeared, we decided to select a single "key" provision to represent the domain. We chose that provision which seemed the strongest and was highly correlated with the other member provisions in a given domain. Table II.1 lists these "key" provisions. Table II.2 shows, for each provision in descending order, the fraction of contracts in which it appeared in the 1970 and 1975 sample--columns (a)-(d)--and an indicator of the degree to which that particular provision represents the general domain--column (e). The latter is based on the probability that a contract containing the key provision also included the other provisions in the domain (if there were any) standardized by the probability that a contract which did *not* contain the key provision did, in fact, contain the other provisions in the domain.[2]

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[1] It was discovered that provisions sometimes fail to appear in contracts not because the particular practice is not observed in the school system but rather because it is an area of established past practice which the parties felt no need to regulate. The fieldwork, described in Chapter III, treated this aspect of teacher/management relations.

[2] For example, in the subset of contracts which contained the arbitration provision in the grievance domain (see Appendix A) 70 percent contained all of the other specified provisions in that domain. In the subset which did not include an arbitration provision, only 26 percent included all the other domain members (70 ÷ 26 = 2.7).

Table II.1

KEY CONTRACT PROVISIONS

- All grievances are subject to arbitration.
- Teacher can respond formally to administrator's evaluation.
- Duration of school day is specified.
- Teacher can exclude disruptive student.
- Teacher can refuse assignment outside of grade or subject specialty (single provision in domain).
- Maximum class size is specified (single provision in domain).
- Only seniority and credentials determine promotion.
- Involuntary transferees to be selected on specific criteria.
- An instructional policy committee to be established in each school.
- Reduction-in-force procedures are spelled out (single provision in domain).
- Minimum number of aides per classroom is specified (single provision in domain).

MAJOR TRENDS IN TEACHER AGREEMENTS

Table II.2 shows in column (a), for our sample of 151 school districts, the fraction which had negotiated each of the 11 key provisions into their teacher contracts by 1970.[1] Column (b) specifies the fraction which had attained the provision by 1975 while columns (c) and (d) reflect "catching up behavior," e.g., of the 45 districts which did not have a grievance provision in 1970, 20 or 44 percent had attained it by 1975.

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[1]We at first sought to form a control group by querying a sample of 50 school districts without collective bargaining agreements as to their established policies in the areas represented by our key provisions. The attempt proved abortive however once we recognized several facts: (1) A response by school management that a particular practice prevails reveals little about actual day-to-day operations since, without a contract, there exist no formal mechanisms for rectification in case of violations. (2) An informally established practice may or may not satisfy the collectivity of teachers. (3) Even in contract

Table II.2

TRENDS IN ATTAINMENT OF KEY PROVISIONS AND INDICATORS OF INTRA-DOMAIN ASSOCIATION, 1970 AND 1975

Provision	Percent of Contracts Exhibiting Provision (n=151)		Districts Which Lacked Provision in 1970 But Had Attained It by 1975		(e) Intra-Domain Association 1975[a]
	(a) 1970	(b) 1975	(c) No.	(d) Percent	
1. Grievances	70	83	20	44	2.7
2. Teacher evaluation	42	65	35	40	8.7
3. School hours	39	58	29	32	1.1
4. Pupil exclusion	28	46	26	24	2.2
5. Assignment refusal	21	27	9	8	(b)
6. Class size	20	34	20	17	(b)
7. Promotion rules	20	32	19	15	3.6
8. Transfer criteria	19	29	16	13	4.5
9. Instructional committee	16	31	15	18	4.4
10. RIF[c] procedures	11	37	21	30	(b)
11. Aides	11	29	13	21	(b)

[a]When the significance of the Association measure is evaluated in terms of tests for the difference between proportions, differences are significant for all provisions except school hours (Number 3).

[b]These provisions were the single survivors in their respective domains.

[c]Reduction-in-force.

The ordering in column (a) may suggest the relative priorities attached to the various provisions, although it should be noted that the listing also reflects varying degrees of resistance by school district management to the provisions. (For example, Provision 8, transfer criteria, may have had a higher ranking had not school management generally resisted it so strongly.) That the listing suggests incremental bargaining is strengthened by the evidence in column (d). For most provisions to rank high in 1970 (i.e., percent of contracts which contained provision) meant a high rank in the 1970-75 interim (i.e., percent of contracts which, lacking the provision in 1970, had attained it by 1975). For instance, grievance procedures appear to have been highly sought in 1970 *and* 1975 as compared with pupil exclusion rights, which in turn outranks class-size standards in both years. For the provisions where the rankings do not conform--Numbers 5, 9, 10, and 11--differences between the pre- and post-1970 periods provide some explanation. Teacher instructional committees (9) seem to become more desirable once other, more mundane, items are attained. When faculties face actual threats of reduction, procedures to govern layoffs (10) gain salience. The aides provision (11) took on added significance as Title I of ESEA became institutionalized and as more schools found themselves with concentrations of disadvantaged students which qualified them for this form of assistance under the law. Why regulation of assignment (5) should have diminished in apparent importance is not so obvious. Perhaps the teacher surplus made the faculty more amenable to reassignment.

Grievance rules, as we noted above, rank high in an organization's list of desiderata. Beyond that preeminence, there appears to be something of a preference for working condition items, e.g., Numbers 3, 4, and 6 over professional and job security provisions; e.g., Numbers 5, 7, 8, 9, and 10. The high ranking of the teacher evaluation provision (2) may be explainable by the fact that it relates both to working condition--e.g., supervisor visitations to classrooms--and to professional status/career advancement.

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districts, established past practices are often not formalized in contracts. Thus to contrast formal provisions in contract districts with management reports of customary practice in noncontract districts constitutes an invalid comparison.

So far we have been dealing with outcomes for collective bargaining agreements on individual key provisions although, as we have demonstrated, each of the key provisions can be thought to represent an entire domain of bargaining. What options exist for assessing an entire contract as to strength and scope? Two methods have emerged in the existing literature.

In the first, a simple tally is made of all specified provisions attained and the agreement is given a score equal to the total number of provisions contained in the agreement.[1] The implication, of course, is that all selected provisions are equal in importance.[2] A second method appears somewhat more sophisticated. In it a panel of experts is assigned to develop weights for every specified provision, taking into account the differential importance of each.[3] This procedure is arbitrary, however, in that the weights assigned will vary with the composition of the panel but will not vary as a consequence of unique local factors.

Since we believed that an overall scope or strength measure ought to exploit information from a variety of bargaining situations and since study resources were limited, we devised a third and, we feel, superior approach. The procedure consists essentially of scoring district contract attainments, provision by provision, as a function of the average attainment in the sample of contracts. An individual contract which exhibits a provision rarely attained in the sample receives a higher score than one which attains an item appearing in most others and conversely a contract loses more score points when it fails to exhibit a widely attained provision than one seldom attained. Appendix C discusses the construction of these scores.

The comparison of the raw scope/strength scores in 1970 and 1975 demonstrated the following:

- Contracts generally become stronger over the five-year period.

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[1] See, for example, Kochan and Wheeler, 1975.

[2] When we calculated simple tally scores for the 11 key provisions (and for an even more extensive list of 32 provisions) and then experimented with various sets of explanatory variables representing local conditions to develop predictions of the individual scope scores, satisfactory explanations eluded us.

[3] See, for example, Gerhart, 1976.

- o Divergence around sample averages were similar in 1970 and 1975.
- o Most districts which exhibited "strong" contracts in 1970, compared to the sample, also had strong contracts in 1975 but there were individual districts which failed to keep pace with the sample while others shifted from comparative weakness to comparative strength.

(See Appendix C for additional details on score results.)

What do these trends as to overall strength and individual provisions imply for classroom environment and the locus of decisionmaking in American public schools? Certain conclusions are obvious. The findings mark a growth of teacher influence in the classroom. Regulation of class size may be the most dramatic gain, but a voice in the numbers (and functions) of aides and over curricular and disciplinary matters signify an important qualitative change. At a higher level, teachers, through the collective bargaining mechanism, gained increased influence over who will perform what functions in which schools (transfer, assignment, and evaluation provisions) and for how long each day (school-hours provision). Teachers also have gained some authority over the kinds of people who will supervise them (promotion criteria). Taken together these trends would seem to portend somewhat reduced latitude for management in staffing and policymaking as well as higher costs stemming from increased staff/student ratios. (These gains, as we discuss below, appear not to be substitutes for salary increases.) The increasing stress on seniority, when combined with the falloff in hiring occasioned by declining enrollments, signals the emergence of an older teacher force.[1]

One could speculate further as to the longer-term implications of these findings. Depending on one's views of the consequences of teacher experience, the observed trends may mean either more skill or more rigidity in future school faculties.[2] The diminution in management

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[1] It is alleged, for example, that in unorganized school districts retention decisions sometimes favor young, lower-paid teachers.

[2] See, for example, Berman and McLaughlin, 1975, on teacher productivity by age.

latitude to assign, promote, and transfer, as these are more and more governed by formal rules, could lead to difficulties in implementing federal programs for compensatory education, desegregation, and mainstream schooling of the handicapped; however, restraining what teachers view as management capriciousness may strengthen teacher commitment to reform. In pointing out that collective bargaining constrains management, we do not argue that this development has necessarily harmed the educational process since the increased influence of teachers has unpredictable effects on reform of educational programs. On one hand, as more educational items become incorporated into contracts, management will have less flexibility and school operations could rigidify. On the other hand, recent research on federally funded innovative educational programs found that teacher morale and their willingness to expend extra effort were important determinants of program success.[1]

The next section attempts to provide some explanation for these trends by analyzing how much school district and demographic factors, teacher organization characteristics, and the state legal environment determine the overall scope of bargaining and how often the individual provisions are included in a given teacher contract.

EXPLAINING CONTRACT OUTCOMES, 1970

Teacher contracts, as we have seen, cluster in the centers of the 1970 and 1975 raw score distributions. Yet some were outliers, registering appreciable potency while others demonstrated weakness. What factors determine the strength of a given contract? We hypothesized that two different kinds of factors might explain the variation: (1) *background* variables reflecting school district and locational characteristics and (2) *policy* variables relating to organizational and legal characteristics.

School district characteristics and other locational factors (see below), for example, are important because they form part of the environment for bargaining. They may have effects on outcomes which

[1] See Berman and McLaughlin, 1975.

are independent of the policy variables and must be taken into account in attempting to isolate the effects of deliberate policy and practice. Organizational factors constitute the other main class of variables. Some, such as national affiliation (i.e., AFT versus NEA) and duration of the bargaining relationship, can also be considered "controls" because they are not easily manipulated, but others, such as strike behavior, salary achievements, and legislative efforts, represent conscious choices by the actors in the system.

We analyzed first the raw scope scores and separate provision attainment for the 1970 period. The independent variables for this cross-sectional analysis sum up the forces as of that point in time and encapsulate historical processes. Experimentation with various model formulations led us to treat all independent variables as dichotomous.[1] To explain both scope scores and individual provisions, we employed multivariate analysis.[2] It should be noted that many hypothetically important variables were not susceptible to measurement using secondary data or telephone interviews. These include the relative strength of preferences for particular provisions among the membership, the comparative skill of teacher organization and school management negotiators, the effects of local history and established past practices, and the tendency on the part of organized teachers to utilize political action rather than collective bargaining to attain their ends. These factors and their ramifications were investigated at the field sites and the findings are discussed in Chapter III.

We recognized, of course, that for both sides at the bargaining table provisions are interrelated. Each brings an implicit agenda or set of items it wants to secure for itself or deny to the other side, and each side will make trade-offs among items depending on their

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[1] For variables where a continuous measure was possible, a value of 1 was assigned to contracts placing in the top tercile. Neither working with continuous variables nor other rules for dichotomizing substantially changed the pattern of results.

[2] The method used to estimate the effects of explanatory variables on overall scope scores was ordinary least squares (OLS), while for the individual provisions we employed conditional logit estimation. The latter provides maximum likelihood estimates of the value of the parameters when the dependent variable is dichotomous.

relative importance and on the course of bargaining as it unfolds. However, the theory of collective bargaining remains so primitive that no particular conceptual model of individual priorities or trade-off preferences seemed worth expressing in a system of simultaneous equations. Thus in estimating the equations for the raw scores we implicitly hypothesized that certain factors would lead to strong overall contracts.

Our attempts to explain the raw scores proved fruitless for the 1970 time period. After considerable experimentation with various model formulations and estimation techniques, we were unable to develop an equation that adequately fit the data, because omitted variables which reflect local priorities could not be measured with generally available information. In the absence of satisfactory explanations of overall contract strength and scope, we analyzed the determinants of outcomes for individual provisions in the 1970 sample.

The Role of School District and Other Locational Factors

Bargaining occurs in various kinds of settings. After reviewing the literature and conversing with knowledgeable observers, we speculated, for example, that large school districts in Northeastern urbanized areas with affluent populations and with pro-labor traditions would, other things equal, be the first to obtain strong contracts. We also expected that the larger districts would likely play a flagship role. We assumed that the racial composition of the district would affect the attainment of certain provisions (e.g., pupil exclusion, use of aides) but not others. Also, we believed that district wealth (as proxied by per-pupil spending) would generally be associated with strong contracts. But we recognized that spending is highly correlated with salary levels[1] and that a trade-off of costly provisions against teacher salaries could well occur. We thus introduced teacher salary level as an organizational variable and did not use spending as a control variable.

[1] In our 1970 sample, the zero order correlation coefficient between per-pupil spending and teacher starting salary was 0.49.

Our fully specified equations (i.e., including background *and* policy variables) tended to explain between a fifth and a third of the total variation according to experimental OLS runs. The background variables alone accounted for between one-third and two-thirds of the *explained* variation. In Table II.3 (and II.4) the row headings indicate the individual provisions, while the column headings list the explanatory variables. The cell entries (conditional logit coefficients) are interpretable as the increase in the logarithm of the probability of attaining a particular provision attributable to the respective independent variable, when entered in an equation with *all* of the background and policy variables.[1] After considerable experimentation, acceptable equations could not be developed for the aides, teacher evaluation and RIF provisions, and these were, therefore, dropped from the 1970 analysis.[2]

As Table II.3 shows, district enrollment had a positive effect on contract attainments, when it was significant. The size of the school district also, of course, stands as a proxy for the absolute size of the local teacher organization's membership. Large locals

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[1] Only coefficients whose T values exceeded 1 are shown. Those with asterisks had T values of two or more. It has become standard practice among statisticians and econometricians, when engaging in hypothesis generation, to judge adequacy of parameter estimates in *descriptive* models at the $T \geq 1$ level. The argument is based on the error properties of the estimate of the coefficient. See Mallows, 1973, and Rao, 1971. Generally the acceptance of a parameter estimate in which $T > 1$ provides a more accurate representation of relationships in the population than would the assumption that the coefficient is zero.

[2] Those equations failed the log likelihood test. (The log likelihood ratio, multiplied by 2, can be evaluated using the χ^2 distribution, with degrees of freedom equal to the number of variables in the equation. All equations shown in Tables II.4 and II.5 are significant by the log likelihood test at the 95 percent confidence level.) Reasons for the failure to fit these three equations are several and include the fact that state laws often govern teacher evaluation, making local variables less systematic in their effects. For the aides and RIF provisions, we believe our 1970 sample was simply too small (see Table II.2).

Table II.3

THE EFFECTS OF LOCATIONAL AND SCHOOL DISTRICT FACTORS ON THE ATTAINMENT OF COLLECTIVE BARGAINING PROVISIONS, 1970 TIME PERIOD

Provision	Background Variables							
	Enrollment		County		% of State Labor Force Unionized	Region		
	Total	% Non-Anglo	Population	Affluence		North-East	North Central	West
Grievances				1.613		2.462*	-2.223*	-1.354
School hours			-0.621			0.831		-1.110
Pupil exclusion	0.693	0.664			0.701	-1.415		
Assignment refusal			1.459*	-0.776	-1.141			
Class size			0.819					
Promotion rules			0.816		-0.901			
Instructional committee	2.589*			-1.633*	-1.499		-1.329	
Transfer criteria			-0.819		0.897	-1.076	-1.810*	

*Indicates $T \geq 2$. For all other entries $1 \leq T > 2$.

have more resources and can, therefore, be expected to bargain more expertly. (But so perhaps can the management in large districts.) The fraction of nonwhite enrollment exerted influence in the expected direction for the provision governing pupil exclusion (probably because disciplinary problems are more intensely perceived in high minority districts) but, as generally expected, did not seem to influence other outcomes. Findings with respect to region were affected by the atypicality of districts in the South which engage in collective bargaining. The North Central and Western states appeared to lag behind Southern states in attaining provisions; the Northeast vis-à-vis the South shows a mixed picture.[1] Variables which reflected urbanness (county population), affluence (percent of households with 1969 incomes exceeding $15,000), and labor tradition (percent of state labor force unionized) generally showed weak and inconsistent effects.

In sum, except for district size and some regional factors, these background variables do not exhibit consistent effects in the expected directions.

The Role of the Teacher Organization

The analysis employed two categories of policy variables: measures of local teacher organizational strength and militancy and indicators of the state legal environment. These variables were entered jointly into the explanatory equations together with the background variables.

Both researchers and organized teachers have assumed that the teacher organization plays a critical role in securing strong contracts for its members. (See, for example, Perry and Wildman, 1970.) In addition, many have assumed that:

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[1] In estimating regional effects, districts in the Northeast, North Central, and West were given dummy values of 1 while the South was assigned 0. Thus the coefficient estimates the effect of being in region X as compared with the South.

It should be noted that our sample of Southern districts did not represent the region well because collective bargaining occurred in so few Southern districts in 1970. Districts which did bargain were found almost entirely in the state of Florida and in the largest cities in the South.

- The larger the proportion of the teaching force belonging to a teacher organization, the more contract provisions the organization can obtain.
- A willingness to strike results in a stronger contract for teachers.
- The national affiliation of the local organization makes a difference--the AFT does better on "bread and butter" issues, the NEA on more professional items.
- Both sides at the bargaining table are likely to consider compensation and working condition items as somewhat substitutable.

In trying to explain why teacher contracts differ from district to district and over time, we examined these assumptions and the organizational characteristics which underlie them, including: organizational affiliation, proportion of teachers belonging to the organization certified as the bargaining agent, number of years the district has been bargaining, the propensity of the teacher organization to strike, and teacher starting salaries (a proxy for the compensation package).

Organizational Affiliation. According to the Bureau of Labor Statistics, the NEA had a national membership of more than 1.8 million in 1976 and the AFT, a membership of 446,000. Although there is considerable difference in the size of these two organizations, it should be remembered that the AFT, though considerably smaller, represents teachers in almost every major city in the country. After its 1962 success in New York City, the AFT went on to win representation elections in Chicago, Detroit, Cleveland, Philadelphia, and Washington, D.C. The NEA, on the other hand, tends to represent teachers in suburbs and medium-sized cities.

Historically, the NEA portrayed itself as a professional organization concerned with advancing the status of teaching as a profession. The AFT, however, tended to view itself in more classical labor union terms. Even though the two organizations have become more similar over the last 10 years, their traditional images remain.

Contrary to popular belief, our analysis of the 1970 contract data (Table II.4) indicated that AFT unions were more likely than NEA affiliates to obtain what is probably the most purely professional item in a contract--a mandated instructional policy committee at each school site. AFT locals were also more likely than NEA affiliates to obtain a maximum class size provision. The class-size provision, in fact, had the most powerful relation to affiliation. Disciplinary problems are likely to loom larger in the AFT's big city school systems which probably accounts for the union's success in winning the exclusion provision.[1] On the other hand, local NEA affiliates were more likely than the AFT to secure well-defined rules for promotion.

Our analysis suggests, then, that the AFT was about as likely as the NEA to obtain professional items (instructional policy committees as compared with promotion rules) and also stood out on bread-and-butter issues dealing with working conditions such as discipline and class size.

Proportion of Teachers Belonging to the Bargaining Organization. We had assumed, as others had, that this variable would be a good measure of a local teacher organization's strength. Teacher organizations which have been certified as the bargaining agent range in their membership from a bare majority of the teaching force to well over 95 percent. We believed that the more teachers who belonged, the stronger the organization would be, and the stronger the contract, although the relationship is likely to be nonlinear.

Our analysis of the 1970 data produced quite a different story. Where this variable was significant we found that it related negatively to the instructional committee, promotion rules, and transfer criteria provisions. In other words, the smaller the proportion of the teaching force (above the 50 percent needed for certification as the bargaining agent) an organization had as members, the more likely it was to obtain these provisions. This finding we dubbed the "Avis" or "we try harder" explanation. Possibly, about 1970, jurisdictional conflicts

[1] Often, a teacher's ability to exclude a disruptive pupil constitutes established practice. It may be that the AFT has a stronger penchant for formalizing such practices.

Table II.4

THE EFFECT OF ORGANIZATIONAL AND LEGAL FACTORS ON THE ATTAINMENT OF COLLECTIVE BARGAINING PROVISIONS, 1970 TIME PERIOD

Provision	Organizational Variables					Legal Variables		Goodness of Fit[a]
	Years of Bargaining	Represented by AFT	Proportion of Teachers Represented	Teacher Starting Salary	Propensity To Strike	May Bargain This Provision	Strike Penalty	
Grievances	0.506			1.620		1.440		25.03
School hours							-1.252	11.23
Pupil exclusion	0.918*	0.870				0.922	-1.066	14.17
Assignment refusal					0.805	1.378		11.47
Class size	0.508	1.012*		0.593	-1.199			14.91
Promotion rules		-1.067	-2.337*	-0.967		0.909		13.68
Instructional committee		1.102	-0.194	-1.387			-2.230	21.17
Transfer criteria	0.742		-2.315*			1.370*		11.62

*Indicates $T \geq 2$. For all other entries $1 \leq T > 2$.

[a]Log likelihood ratios.

in teacher collective bargaining had begun to peak in a number of districts. Faced with the threat of losing its position as the bargaining agent, an organization with low membership may have had to obtain a strong contract to attract additional members. Why the "Avis" phenomenon shows up only for certain provisions, and not for those provisions which one might expect to have the greatest appeal to the rank and file, we cannot explain. On the other hand, our fieldwork (see Chapter III) and our statistical analysis for the period 1970-1975 (see below) indicated that, by the mid-1970s, the situation had stabilized and there were very few areas where there was a competing teacher organization viable enough to threaten the bargaining agent, and so the extent of representation was positively associated with almost all contractual outcomes.

The assumption, then, that organizations with the highest proportion of teachers as members will have the most comprehensive contracts may be reasonable only in the absence of a strong competing organization. If a bargaining agent has a relatively small membership and a serious competitor, it may try harder to obtain a strong and extensive contract and thus appeal to more teachers.

Length of Bargaining Relationship. We assumed here that given the stage nature of most bargaining relationships, the longer a district had been bargaining, the more likely it was to manifest any given provision in its contract. We believed this would be particularly true for noncompensation items because these are usually included in a contract only after gains in wages and fringes have been secured. With no exceptions, we found that our speculation was supported for the 1970 period. Where the duration of the bargaining relationship was a significant predictor, it was positively associated with the contract provisions.

Propensity To Strike. Since in the private sector the strike is the ultimate weapon of organized labor, analysts have tended to assume that teacher organizations which are more willing to strike are more likely to obtain stronger contracts.

The increase in teacher strikes has been phenomenal. During the 1960-1961 school year there were only three teacher strikes in the United States, but by the 1970-1971 school year the number had grown to 180 nationwide. During the decade, over 500 strikes occurred with more than 500,000 teachers participating in them. In 1975 there were 241 strikes involving over 175,000 teachers.

To what extent have these strikes paid off in noncompensation gains for teachers?[1] Our 1970 data produced weak and mixed results. For some provisions such as the right of assignment refusal, a willingness to strike meant an organization was more likely to secure the provision. However, for the class-hour provision organizations which struck often were less likely to secure the provision. Strike history appeared not to matter for the other six provisions.

There were several possible explanations for these findings. One is that in some cases striking can be counterproductive. Some school boards become more resistant if a teacher organization strikes and public opinion may mount in opposition to organized teachers. Consequently, the teacher group soon finds the costs of a continued strike too high and agrees to a settlement which may actually be less than it would have received before the strike.

Second, teachers, according to our fieldwork results, are much more likely to strike over compensation items than the ones we are studying. Thus evidence of strike propensity may have little to do with contract outcomes on working conditions, job security, and professional issues.

A third explanation is that our strike variable is actually a proxy for the relationship between the school district and the teacher organization or for the overall effectiveness of the teacher organization. Our fieldwork indicated that in some districts the number of strikes was not a reflection of the teacher organization's militancy, but rather an indication of a weak organization and/or an immature relationship between the district and organized teachers. Some organizations, either because of their own ineffectiveness or the resistance of the district, strike out of desperation and obtain very little payoff

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[1] We measured strike propensity by counting the number of days of strike action over the previous five years.

in the final contract. In considering the effect of strikes on contractual outcomes, then, it is necessary to understand the interaction between an organization's propensity to strike and other local political and organizational factors. This interaction can often help explain why in some instances organized teachers may be reluctant to strike.

Salaries. Teacher salaries are included among the list of policy variables because we were interested in the relationship between compensation and the working conditions/security/professional gains. We had reasoned that high salary--and hence presumably well-organized--districts might have strong provisions in those of our key areas which were not costly but might be less likely to achieve expensive provisions, such as class size. Salary level, however, had an unexpected sign in at least two of the four cases where it appeared significant. For example, strong class-size provisions and high salaries appear to occur together while low salary districts seem to attain "professional-type" provisions on promotion rules and teacher curriculum influence. (In contrast, high salary districts do indeed manifest strong grievance provisions.) The fieldwork results indicated little evidence of a trade-off between compensation and noncompensation items, however. It may simply be the case that districts with nonaggressive teacher organizations (as defined by salary attainment) do best on professional items.

State Legal Environment. State statutes governing teacher collective bargaining serve different purposes for labor and management.[1] A state statute mandating collective bargaining regulates the process, guaranteeing teachers the right to bargain and ensuring to management certain prerogatives.

In examining the effect of the state statutory environment, we decided to go beyond a simple consideration of whether collective bargaining was mandated, permitted, or prohibited. Therefore, we included

[1] The legal environment was found to be associated with contract scope, for example, in Kochan and Wheeler, 1975.

the legality of bargaining on specific items as part of our analysis. So, for example, in considering the determinants of a class-size provision, we included a variable which indicated whether bargaining on this particular provision was mandated, permitted, or prohibited. We examined both the actual statutes and case law in making these determinations. It is important to assess the extent to which state laws actually constrain the bargaining process because a number of districts bargain over items which are outside the legal scope, while others refuse to negotiate on items for which bargaining is mandated.

State laws regulating the scope of bargaining constitute a patchwork. Of the 33 states in our sample, 18 have what can be considered broad statutes or case law either permitting or mandating bargaining on all the topics we analyzed. Three states allow bargaining only on grievance arbitration, school calendar, and class hours; while four states permit bargaining on five or more, but not all, topics. Finally, eight states prohibit bargaining on all topics or have a generally restrictive statute.

In addition to examining the state statute as it regulated scope of bargaining, we also considered whether the state law imposed penalties on employee organizations which strike. Thirteen of the 33 states in our sample impose penalties for strikes which may include fines, the loss of payroll deductions for teacher organization dues, and even decertification as the bargaining agent.

We found that for the 1970 sample a state law which mandated or permitted bargaining on a specific provision was a comparatively strong predictor of whether that provision was included in a given contract. Of the eight items we examined, the state statute regulating scope had a positive and acceptably significant effect on five items in 1970. Only the provisions governing hours, class size, and instructional committees seemed unaffected by the statutory situation.

A state-imposed strike penalty was also a significant predictor of contractual outcomes. Teacher organizations in states with strike penalties were less likely to obtain three of the key provisions than were organizations in states with no strike sanctions. We found that

a statute which merely prohibits strikes, but imposes no penalties, has virtually no effect on contractual outcomes.[1]

During the fieldwork phase of the project we continued our investigation of the statutory environment to determine the extent to which state laws actually constrain the bargaining process. We found that the state statutory environment was less important in predicting contractual outcomes in our sample of fieldwork districts than it was for the larger contract sample. As the discussion in Chapter III indicates, the difference in results is probably due to the inclusion of more subtle considerations in the fieldwork analysis.[2] But it should be noted (1) that we did fieldwork in only 15 districts, and (2) that, ideally, the statistical analysis identifies the *independent* effect of the state law.[3]

This set of findings on the effect of the state law is particularly important because it has direct implications both for states which are now considering adopting or amending public employee collective bargaining laws and for any future federal legislation in this area.

THE PERIOD 1970-1975

The findings reported for the 1970 contract sample contain some

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[1] In this respect our findings were similar to those reported in Gerhart, 1976.

[2] For example, while in the field we found that local attitudinal factors (i.e., community hostility to teacher bargaining) often prevail over the mandates of the state law. In other districts--especially those with mature bargaining relationships--we found that topics that were subject only to statutory meet-and-confer requirements were often incorporated into the contract and in actual practice were treated much like provisions over which bargaining was mandated.

[3] We experimented with the use of interaction variables which combined measures of organizational strength with those of state laws. For example, strike-prone organizations in states with laws which permit strikes might be expected to win particularly strong contracts. Or the maturity of the bargaining relationship when combined with duty-to-bargain statutes could have the same effect. These interaction variables rarely proved to have significant coefficients and they did not materially alter the contribution of the other variables estimated.

surprises (counter intuitive signs on certain variables) and some disappointments (failure to estimate equations to explain aides, reduction-in-force, and evaluation provisions) but generally tell a comprehensible story about the determinants of bargaining outcomes. For the period 1970-1975 we attempted to explore the determinants of gains in bargaining over that five-year span by developing equations to estimate the probability that a district which did not manifest a provision in 1970 would exhibit that same provision by 1975.[1] We transformed the explanatory variables, where appropriate, to reflect only what occurred during the five-year period.

Our attempts at multivariate analysis proved futile. Generally signs were perverse, equations were insignificant, and results were inconsistent with the 1970 findings.[2] Reasons might well include the following:

1. Our sample sizes for most provisions were considerably smaller (many had Ns < 60).
2. The 1970s were a peculiar and atypical period for American education with declining student enrollment, teacher surpluses, and strained tax bases. A true break with the past may well have occurred about 1970. Student enrollments in many large urban districts began to decline. Between 1970 and 1974, all of the 22 largest school districts engaged in bargaining registered declines in student enrollment. This followed a long period of enrollment growth.[3] The supply of new

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[1]We thus decomposed our 1975 sample of 151 school systems into separate subsamples for each provision. The subsample for provision X consisted of all LEAs which had either failed to include provision X in their 1970 contract or were bargaining for the first time in 1975. The subsamples thus ranged in size from 44 for grievances to 134 for aides.

[2]We also experimented with specifications in which 1975 outcomes for the entire sample of 151 districts were run against the unadjusted values of the independent variables as they stood in 1975--again, to no avail. The convergence hypothesis, discussed in point 4 in the text below, may be an explanation of these results.

[3]DHEW, "1968-1974 Racial-Ethnic Survey," 1974.

teachers adjusted slowly, resulting in a teacher "surplus" in place of the customary teacher "shortage."[1] Education budgets have become tighter in many places as a consequence of tax bases that fell relative to service demands, especially in the older cities, and because voters appear increasingly reluctant to pass school tax increases and bond issues.[2]

3. We were attempting to explain what occurred during a relatively short period of time, when compared with our analysis of the 1970 cross-section in which the variables represented a long history of bargaining in many school systems.

4. Even more importantly, our research indicated that there seems to be a convergence of collective bargaining outcomes over time. As more and more school systems follow the lead of flagship districts, there is less variation among individual contracts and, thus, school district and organizational characteristics are less important as explanatory variables than they were in the earlier period. We observed in our fieldwork that often the factors which best explained recent contractual differences across districts were those which are difficult to measure and, consequently, could not be included in our quantitative contract analysis. An example would be the informal relationship which the teacher organization and the school district have established outside the collective bargaining framework, but which tends to affect negotiation outcomes.

In Table II.5 we present simple empirical probabilities of contract attainment in the 1970-1975 period associated with the various policy variables. The entries in the cells show the increment or decrement in the probability of attaining a provision which is associated with the

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[1] On the shortage, see Folger et al., 1970. On the surplus, see Carroll and Ryder, 1974.

[2] See, for example, Peterson, 1976, and Coleman and Kelly, 1976.

Table II.5

THE EXTENT TO WHICH COLLECTIVE BARGAINING VARIABLES INCREASED THE PROBABILITY OF ATTAINING A KEY PROVISION, 1970-1975

Provision	The Collective Bargaining Environment						
						State Law	
	Years of Bargaining	Represented by AFT	Proportion of Teachers Represented	Teacher Starting Salary	Propensity To Strike	May Bargain This Provision	Strike Penalty
Grievances		+29*			-8	+16*	-33*
Teacher evaluation	+21*			+20*			-12
School hours					-21*		+15
Pupil exclusion		-8		+11		+10	
Assignment refusal						+9	
Class size			-17*	+9	+14*		+10
Promotion rules				+10			
Transfer criteria				+12		+18*	
Instructional committee	+14*	-10	+9	+9		+15*	
RIF procedures	+10	+8	+14*			+12	-15*
Aides	+17*	+26*	+11		+20*	+13*	-11

NOTE: Cell entries are simple gross empirical probabilities and are net of no other variables. They show the increment or decrement in the probability of attaining a provision which is associated with the variable in the column heading.

*Indicates that the difference in proportion between the variable and its opposite has a T value ≥ 2; for other entries $2 < T \text{ value} > 1$.

variable in the column heading.[1] For each provision, we can show only gross and not independent effects since associations among explanatory variables inevitably confound the estimates of the contributions. This analysis then is much less precise than the multivariate results shown for the 1970 cross-section, and the findings, therefore, merit less confidence.

The affiliation variable for the 1970–1975 span can be seen to differ rather markedly in its pattern. Comparing Tables II.4 and II.5, it almost appears as though each of the contenders was attempting to fill in the provisions it failed to gain earlier or in which the rival had the earlier advantage.

Organizations which represent a high fraction of teachers appeared to reap an advantage, in contrast with the earlier finding for this variable. This may reflect a decrease in organizational competitiveness so that a high representation came to mean more dues and better bargaining rather than complacency. In fact, our fieldwork indicated that by 1978 most districts no longer had effectively competing teacher organizations.

The age of the bargaining relationship continued to show a substantial positive result while strike behavior began to help in winning aide and class-size (but not school-hours) provisions. Strike-prone organizations did not secure grievance provisions, the "heart of the contract," perhaps because the districts which lacked strong grievance rules so late in the game were aberrant cases. The inflationary pressure of the 1970s probably accounts for a sample-wide increase in nominal teacher salaries and makes it doubtful that the association between salary and other gains is truly structural.

Again, the salience of the statutory environment emerges. For the majority of provisions, enactment of legislation or interpretation

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[1] The cell entries all had T values exceeding one in statistical tests for differences between proportions when comparing the characteristics in the column heading with its opposite. Exploratory OLS estimates indicated that background variables generally had effects similar to those in 1970; i.e., district size and urbanness had positive although not very strong effects, while the other background variables were weak and/or inconsistent in their impacts.

of case law favoring bargaining in a domain leads to the winning of provisions in that domain. Strike penalties generally continue to exert their inhibiting influence.

SUMMARY AND CONCLUSIONS

Organized teachers continue to gain influence over what happens in their classrooms, their schools, and their school systems. In the classroom, teachers have increased control over class size, curriculum, disciplinary matters, and use of aides. In the school and district, teachers more and more contribute to decisions over who is employed and where, who administers, who evaluates, and the duration and composition of the teaching day. Staff expenses per pupil will continue to grow over time as class size is controlled, supplementary personnel are added, and seniority grows in importance as a selection criterion. These gains also seem in recent years to occur in tandem with advances in teacher compensation. Management discretion would appear to diminish as grievance procedures are extended and as latitude for unilateral decisions on transfers, promotions, and other job security items is constricted.

These trends are sharpened in certain kinds of local bargaining environments. Favorable laws, more mature bargaining relations, large memberships, and possibly, based on data from the 1970s, more militancy all tend to push toward stronger and more extensive contracts. Aside from district size and region, locational and school district attributes play little role in the determination of contract strength. Thus as serious collective bargaining spreads to the smaller districts and to new regions of the country, contracts become more similar. The large districts appear to act as flagships. What happens in such places tends eventually to reoccur wherever state laws permit the institutionalization of collective bargaining by school teachers.

In the next chapter we further explore many of the issues identified here, concentrating particularly on the hard-to-measure factors.

Chapter III

CASE STUDY ANALYSIS OF TEACHER COLLECTIVE BARGAINING

INTRODUCTION

The results of the statistical analysis described in the previous chapter are important because they represent the first systematic assessment of teacher contracts and the ways in which non-wage-and-fringe provisions vary nationally and over time. Yet, there are limitations on what can be learned from the contract data alone. For example, the contract data cannot tell us how bargaining preferences are determined by labor and management or about the role of political action as a supplement to collective bargaining. Also, the statistical analysis cannot reveal how schools change as a result of bargaining agreements. These kinds of questions can only be investigated with intensive fieldwork.

Our primary purpose in conducting this study was not to describe how the collective bargaining process operates, but rather to examine the effects of teacher collective bargaining on school and district operations. However, the negotiations process as well as the contract itself influences how collective bargaining affects local districts. Therefore, our fieldwork analysis needed to include an examination of the collective bargaining process--how the agenda is set, who the major participants are, the effect of the state legal environment, how trade-offs are made, and the role of impasse resolution procedures. With this information we could not only understand how the process works, but also begin to answer some of our major research questions. For example, does the state legal environment, which essentially regulates process, actually constrain collective bargaining outcomes? Or, does labor and management's relationship during collective bargaining affect district policy beyond that of the formal contract? Questions of this type can only be answered with a thorough understanding of the negotiations process.

Site Selection

In selecting districts for fieldwork study, the results of the Phase I research were critical. The statistical research generated criteria to be used in selecting districts for site visits. By analyzing the contract data we identified the most important dimensions along which districts vary in their collective bargaining behavior. The 15 fieldwork districts were selected because together they maximized variation on a number of factors shown to be significant during our earlier analysis. These included:

- o national affiliation of the teacher organization and the size of its membership
- o state statutory requirements
- o demographic characteristics (viz, student enrollment, county population, and region)
- o the number of key provisions contained in the current contract

The 15 districts selected for fieldwork are located in 11 different states. They range in size from one with an enrollment of 228,000 students to two which have approximately 12,000 students. One of the districts has been bargaining collectively for 14 years, while at the other end of the range is a district which has only had a collective bargaining agreement for three years. Table III.1 summarizes the characteristics of the fieldwork sample.[1]

Fieldwork

During the spring of 1978, a two-person team spent two days in each district interviewing the following categories of respondents:

- o school superintendent or personnel director
- o chief negotiator for the school district
- o school board members
- o president or executive director of the teacher organization

[1] Because assurances of complete confidentiality were made to all respondents, no identification of individual school districts will appear in this report.

Table III.1

CHARACTERISTICS OF THE FIELDWORK DISTRICTS
(N=15)

	Districts
Region	
Northeast	3
North Central	6
South	4
West	2
Affiliation of bargaining organization	
AFT	5
NEA	10
Years district has been bargaining	
>10 years	6
9-5 years	7
<5 years	2
Type of collective bargaining statute[a]	
Broad	5
Limited	5
Restrictive	5
Student enrollment	
>100,000	4
100,000-50,000	4
49,999-25,000	1
24,999-10,000	6
Percent of teaching force belonging to the teacher organization	
>90%	5
90-75%	6
74-50%	4
Number of strikes	
3	2
2	3
1	4
0	6
Number of key provisions included in 1975 contract[b]	
30-20	3
19-16	5
15-10	5
<10	2

[a]A broad statute is defined as one which permits or mandates bargaining on all topics. A limited statute permits bargaining on three or more topics, but not on all of them. A restrictive statute prohibits bargaining on all topics, or in states where there is no statute case law has defined the scope of bargaining in a restricted way.

[b]The provisions are those listed in Appendix A.

- o teacher organization negotiator
- o president or executive director of the competing teacher organization (where applicable)
- o personnel in at least one district school, including the principal, teacher organization building representative, and classroom teachers
- o general information respondent, usually the education reporter for the local newspaper
- o community group respondents, such as representatives of the PTA and League of Women Voters, as well as other parent and neighborhood organizations who had expressed an interest in teacher collective bargaining

Field staff used fairly detailed, but open-ended interview guides in order to ensure comparability of data across sites. Because most interviewers were quite familiar with teacher collective bargaining, they were also encouraged to pursue any independent lines of inquiry they felt were interesting and useful to the project.[1]

On the average, interviews lasted one-and-a-half hours and focused on the nature of the collective bargaining process, political action and past practice as alternatives to formal collective bargaining, and the effect of collective bargaining at the district, school, and classroom levels.

In addition to data collection in the fifteen school districts, field staff also spent a day in each of five state capitals. Here they interviewed:

- o officials of the state labor relations agency responsible for regulating teacher collective bargaining
- o representatives of the state teacher organization(s) and the school boards association
- o state legislators and staff concerned with teacher collective bargaining

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[1] The members of the field staff included a former teacher organization negotiator, an attorney familiar with labor relations law, and a member of a local citizens committee established to monitor teacher collective bargaining.

The purpose of these interviews was to obtain a state-level perspective on the effect of the collective bargaining statute and to determine whether the collective bargaining experience of the districts we visited was typical of others in the state.

At the conclusion of the fieldwork, a case study report (between 30 and 40 pages in length) was written for each site. Again, a detailed outline was used so that comparisons could be made across districts.

The remainder of this section discusses findings from the case study analysis and focuses on the negotiations process, strategies to supplement collective bargaining gains, and the concrete effect of teacher collective bargaining on the ways schools function.

THE COLLECTIVE BARGAINING PROCESS

Setting the Bargaining Agenda

It is clear from our research that the nature of the collective bargaining process greatly influences contractual outcomes. Various aspects, like the stability of the negotiating teams over time and the quality of their relationship with each other, are critical in understanding why collective bargaining has been a very constructive process in some districts and a source of acrimony and divisiveness in others.

The Teacher Organization Agenda. The shaping of bargaining agendas by the teacher organization and the school district comprises the first step in the negotiations process. In formulating its agenda, the teacher organization has two goals. First, because it is a membership organization, it must seek to please the members by negotiating for those items they most prefer. At the same time, the teacher organization has to be realistic and limit its agenda to the items it is most likely to win at the bargaining table. As one teacher organization negotiator notes, "You can't get a good contract if you come in with a Christmas list of stuff."

All the teacher organizations in our sample have some formal mechanism for soliciting teacher input. These include surveys conducted by each school-site building representative, a questionnaire in the

organization's newspaper, and mass membership meetings held in several locations around the district. Some organizations simply ask their members what they prefer to see in the bargaining package, while others present the members with a number of possible items and ask them to rank-order the possibilities in terms of their preferences. Most organizations form a committee representative of the membership (i.e., elementary, secondary, special educations, and school librarians) that refines the results of the surveys into a bargaining agenda. By such methods, the practical day-to-day concerns of teachers guide organizational leadership in their negotiations with school management.

In addition to membership preferences, other factors contribute to an organization's bargaining package. Problems the organization has experienced with the present contract is an example. The leadership knows the source of grievances and concentrates on those areas which have generated a large number. The aim is to get contract language either strengthened or changed altogether. Some teacher organizations rely on a model contract provided by their national or state affiliates. However, we found that except for districts in a few states the use of a model contract is rare and is usually limited to the weakest local organizations with the most immature contracts.

An obvious question is whether solicitation of membership input is anything more than a symbolic action to make the teacher organization appear more open and democratic. Do membership preferences really make a difference once negotiators get to the bargaining table? We found that by and large they do. The leadership of most teacher organizations takes membership concerns seriously even when making trade-offs at the bargaining table. Negotiators try to keep their demands within the general area proposed by teachers. For example, if an organization found it would be unable to obtain dental insurance, it would press for an increase in other medical benefits.

In only two districts in our sample did the teacher organization refuse to negotiate over items proposed by the members. Their refusal was based on a reluctance to anger the school board; it is the policy of these organizations to include in their bargaining package only those pro-

posals they feel will be acceptable to the school board. As expected, these organizations have the weakest contracts of any in our sample. Despite their apparent timidity, only one of these organizations has a friendly, cooperative relationship with the school district, while in the other relations have been extremely troublesome.

Although the majority of organizations were closely guided by members' preferences, some found it necessary to propose additional items that the leadership considered to be important. These fall into three categories: organizational security items such as agency shop, stronger grievance procedures, and items which address problems the leadership anticipates in the future. This latter category includes, for example, more specific reduction-in-force procedures which may result from declining enrollment and district financial problems, and items like involuntary transfer policy which have become more important because of various state and federal mandates. In none of the cases we examined did the membership oppose these items and in most instances, the leadership felt that over time members came to understand their importance.

The School District Agenda. While school districts have traditionally formulated very specific economic packages, they have tended to ignore non-compensation items at the proposal stage. Instead, they merely reacted to ones prepared by the teacher organizations. However, we found that over time school districts have begun to formulate their own proposals on non-compensation items. School district respondents felt that such a strategy gives them additional leverage in bargaining over working conditions and professional matters and provides them with something to trade away for teacher concessions. School district negotiators maintained that while they cannot realistically expect to remove items from the contract without concessions to the teacher organization, having a set of definite proposals provides them with a basis for making these trade-offs in a systematic way. In addition, school districts find that, like teacher organizations, they often need to modify problematic contract language.

The Effect of Federal Program Mandates on Agenda-Setting. We expected that external factors like federal program mandates would influence both teacher organizations and school districts. Although school districts seemed relatively unconcerned, teacher organizations did formulate some of their proposals in response to federal programs. The federal government's Education for All Handicapped Children Act (PL94-142) has important implications for collective bargaining. In the majority of districts we visited school and teacher organization officials reported that the mandates of PL94-142 would soon become a subject for bargaining, if they had not become so already. Many teacher organizations took cues from national affiliates and demanded that teachers be given release time to prepare Individualized Education Plans, that handicapped students who were mainstreamed into regular classrooms be given extra weight in computing class sizes, and that teachers be provided with adequate in-service education before handicapped children were accepted into their classrooms.[1]

The Emergency School Aid Act (ESAA) has also influenced the course of teacher collective bargaining. This program requires, as a condition of funding, that school faculties be racially balanced (as do many school desegregation decisions). Such a mandate has made the question of involuntary transfer much more important because school districts have had to transfer teachers from one school to another in order to achieve racial balance. In most cases, the teacher organization has attempted to establish explicit criteria (e.g., seniority) for this purpose.

On the other hand, we did not find that state and federal programs like ESEA Title I, which mandate parent advisory councils, and hence affect teacher contact hours with parents, had any effect on bargaining proposals. Most districts and teacher organizations reported that even when there are contractual limits on teacher contact hours, it is usually possible to find enough teacher volunteers to serve on such

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[1] *Education Daily*, March 22, 1978.

councils. Therefore, it has not been necessary to propose contract changes to accommodate ESEA's external mandates.

Although teacher organizations have found it necessary on occasion to protect contract gains from external pressures, it is important to note that often teacher organizations have worked to accommodate such mandates. For example, one district we visited was beginning to implement a desegregation plan and the teacher organization negotiated, as part of its contract, a lottery system to assign teachers to the new cluster schools. Both district administrators and teachers felt that this negotiated system made the process smoother and more equitable. In other districts, teacher organizations have included provisions in their contracts that exclude some teacher hiring, promotion, and transfer issues from seniority criteria in order to accommodate affirmative action mandates.

The Community and the Bargaining Agenda. The role of the community in setting the bargaining agenda has begun to receive renewed attention. A number of people argue that because the public both consumes and pays for public education, it ought to be included in the teacher collective bargaining process.[1] These community participation advocates believe that mechanisms should be created to obtain public input at the time the bargaining package is formulated and to include public representatives in negotiations as either active participants or observers. They also argue that elected boards of education inadequately represent community interests.

We found that this idea is not only unacceptable to most district and teacher organization negotiators, but also that community groups display little interest in teacher collective bargaining unless there is a strike. Several districts made bargaining proposals public and then reserved time for public comment at board of education meetings. The result was general indifference even in those few cases where community input was actively solicited.

For example, one large Northern district in our sample recently established a community negotiating council (but did not grant it either

[1]See Cheng, 1976, and Pierce, 1975.

observer or participant status at the bargaining table.) The group was encouraged to obtain consumer input through public meetings. At these meetings, the school district and the teacher organization presented their respective positions and answered questions about the forthcoming negotiations. Although the meetings were not well attended, the council drew up a list of community concerns. This committee is still too new to be able to assess its effect, but its members realize that it can only have a limited influence. Neither the district nor the teacher organization is under any obligation to include items of interest to the community in their bargaining agendas. Still, the committee hopes that over time it can exert more influence on the collective bargaining process and can also educate the community to demand a more active role.

Most school districts and teacher organizations feel that the bargaining process functions better when negotiations are removed from public view. Open negotiations allegedly provoke grandstanding, while privacy facilitates thorough discussion of technical issues. As a result of this agreement between labor and management, the community (however defined) plays no active part at the bargaining table.

In four of the districts we visited, state-mandated sunshine laws allow the general public to observe negotiations. Yet even in these districts, neither the general public nor representatives of groups such as the PTA and the League of Women Voters, nor even the press, attend on a regular basis.

Participants in the Collective Bargaining Process

Not only are parents and the general public uninvolved with teacher collective bargaining, school boards are themselves often divorced from negotiations. Of the fifteen districts we visited, school board members actively participated in collective bargaining in only three. Most boards simply review the packages submitted by the teacher organization and by the school district. In those cases where board members play an active role in formulating the district's package, their interest seems restricted to items having cost implications. Once negotiations begin, the board is kept informed of progress and is

advised about probable settlement points. School boards must, of course, ratify any final contract and may contribute to the formulation of the district's final offer. Still, the majority of school boards are one step removed from the negotiations process and play only a consultative role in teacher collective bargaining.

The Professionalization of Collective Bargaining. In an earlier study of collective bargaining, Perry and Wildman noted that over time the role of elected representatives (viz., school boards) becomes limited to the identification of reservation points and the approval of major concessions, while the responsibility for actual negotiations resides with a full-time staff specialist who serves as the board's spokesman.[1] Our study, conducted some ten years after Perry and Wildman's, found that what they identified as a growing trend has become almost universal. There are several reasons for this shift. First, as the incidence of public employee collective bargaining has increased, it has become more complicated: school districts have had to negotiate with a growing number of bargaining units representing not merely teachers, but also bus drivers, clerical and custodial staff, and in some cases principals. Many school boards lack both the time and the technical expertise to participate actively in the process. In addition, many districts have found that the ultimate authority of the board is better protected when it is removed from direct confrontation with teachers at the bargaining table. Such a strategy also gives the board's negotiator a face-saving device. The negotiator can involve the board's authority in a strategic fashion, thus providing a buffer at the negotiations table. A final and very important reason why most school boards are no longer active participants at the bargaining table emerges out of unhappy experience. When board members are present, the negotiations process tends to be more emotional and politicized because they frequently lack the discipline needed to negotiate judiciously and to maintain control over the process. In one of the worst examples of board involvement we encountered, negotiations often deteriorated into shouting matches. The school district

[1] Perry and Wildman, 1970, pp. 124-126.

attorney saw his primary function at the bargaining table as trying to restrain board members whom he characterized as acting like "wild men." Members were not above name-calling and personal denunciation of teacher organization representatives. Such acrimony had long-term implications when it later spilled over into implementation of the contract. Admittedly this is an extreme example; however, other districts did report that squabbling was minimized when professional negotiators were responsible for collective bargaining.

In most districts collective bargaining is handled by a director of personnel and/or employee relations who often is also an associate or assistant superintendent, reporting directly to the superintendent. The chief negotiator serves as the primary spokesman for the district, but is usually assisted by other central administrative staff responsible for personnel and district finances as well as by several principals. The school district team typically negotiates with a teacher organization team consisting of the executive director and/or president and a representative group of classroom teachers.

Our research indicates that such arrangements work very well if the occupants of the two chief negotiator positions are stable over time and maintain a good relationship despite the obviously adversarial nature of their work. This situation characterized one of our sample districts where collective bargaining functions well:

> The working relationship between the [teacher organization] and the [school district] is critical in explaining why teacher collective bargaining has functioned so well in _____ The LEA negotiator felt that the school district was fortunate... because the [teacher organization] leadership was bright and had a high degree of integrity. This integrity was manifested in both the on- and off-the-record contacts between the [teacher organization] and the school district. The LEA negotiator felt that on balance the school district had been very lucky because it had not had a strike due to the stupidity of the parties involved or because of personal incentives....
>
> In summary, the collective bargaining process in _____ is well-developed and operates smoothly. Each team is led by an experienced negotiator who understands the other's position and there is a strong incentive for the two parties to settle disputes themselves without outside intervention.

> This mature working relationship has made it easier not only to settle collective bargaining disputes, but also to address other issues facing the district like desegregation.[1]

But the use of a professional negotiator does not of itself guarantee the orderliness of the collective bargaining process. The effectiveness of any management negotiator depends on his or her status within the school district and the extent of support by the superintendent and the school board. For example, in one district we visited the chief negotiator is also the director of secondary instruction. He was chosen for the position because, having fewer deadlines than other administrators and retaining fewer financial responsibilities, he can spend sufficient time at the bargaining table. He is dispensable. His position carries low status in the district, just as does collective bargaining. Needless to say, his lack of influence and authority hurts the district's position during negotiations. Ideally, the district's chief negotiator should probably be someone who reports directly to the superintendent, has enough authority to obtain necessary information from district administrators, and has access to the school board at least through the superintendent.

Once a school board decides to use a professional negotiator it is important that the board agree to work through that person and not undercut his or her position. In one district the longtime management negotiator resigned after some members of the school board met independently with teacher organization leadership and leaked strategies and district bargaining positions. Although this was an isolated incident, district negotiators around the state knew of it and reported that it had lowered morale and made them less confident in their own bargaining strategies.

In sum, the use of a professional negotiator does not assure a school board that what it considers its management prerogatives will be retained. Among the districts in our sample who used professional negotiators, contracts ranged from very strong ones, which greatly reduced management latitude, to those which maintained management rights almost completely intact. However, a competent district negotiator

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[1]Quoted from a fieldwork case study.

with sufficient authority seems a critical factor in ensuring that the tenor of the negotiations process is such that, once bargaining is concluded, the district can operate effectively. In essence, this means minimizing the residual bitterness which would make day-to-day working relationships strained and counterproductive.

The Role of Outside Assistance. Six of the districts in our sample used outside attorneys on retainer as part of their bargaining teams, while only one teacher organization employed an outside lawyer. We expected that teacher organizations would resent the presence of an outsider on the district's bargaining team. However, we found that most organizations not only did not oppose it, but actually welcomed dealing with such a person. The lawyers usually came from private sector labor relations and thought of collective bargaining as primarily concerned with "bread and butter" compensation items. At the same time, they worked to maintain strong management rights. Yet these professional negotiators also appreciated the advantage of minimizing conflict and regularizing both the collective bargaining process and subsequent labor-management relations under the contract. So, for example, in one district where teachers had not made great strides in bargaining, they welcomed the inclusion of a labor lawyer on the district team. This outsider convinced the district of the importance of a strong grievance procedure, a provision the teachers had previously been unable to obtain. He also devised a precise timetable for bargaining so that teachers would not have to work without a contract, and he obtained release time for the teacher organization negotiators so as to expedite and regularize the bargaining sessions. This pattern also appeared in other districts which employed outside labor lawyers.

Most of the teacher organizations in our sample relied on their own resources for bargaining and did not request special assistance from either their state or national affiliates. In fact, we found that the AFT locals received assistance only at the initiation of the bargaining relationship or in the event of a prolonged strike.

Most NEA affiliates, on the other hand, do receive a form of support from their state and national organizations. In 1970 the NEA established the UniServ Program, which provides one staff person in

the field for every 1200 teachers. If a local association does not have 1200 members, it can join with other local associations and share UniServ resources. The NEA pays a portion of each staff member's salary, while the state and local associations contribute the remainder. Staff members are trained in negotiation and grievance procedures, business management, political action, public relations, and the efficient use of state and NEA resources. Aside from this support, however, NEA and state staff do not regularly become involved in local negotiations. Like their AFT counterparts, they only go to the aid of local affiliates in the event of a crisis.

The Role of Principals in Negotiations. School principals are also involved in the collective bargaining process. In most districts, they are represented on the management negotiating team. They advise the district on the potential effect of contract items at the school-site and inform central administrators exactly what principals "can live with." Yet their role is often ambiguous. Are they to be considered a part of the "management team" or is their basic interest on the side of classroom teachers? Traditionally, most principals considered themselves as part of management and have been opposed to inclusion in any type of collective bargaining arrangement. But as teacher collective bargaining spreads, many principals have begun to reevaluate this position. Particularly in large urban districts the individual principal is distant from the top district administrators whose policy decisions the principal must implement at the school level. Many principals also perceive an erosion in their leadership positions as teacher organizations have gained more control over educational decisionmaking.

Some principals have responded by establishing union-like organizations of their own. The case of San Francisco principals who formed an organization affiliated with the Teamsters Union is perhaps the most extreme example of this response. The majority of principals have not chosen such an alternative, however. By early 1975, there were about 1015 public school administrator locals, almost all of which were located in only eight states (Connecticut, New Jersey, Washington, New York, Massachusetts, Michigan, Pennsylvania, and Ohio).

But only in Connecticut and New Jersey do unions enroll a majority of school administrators.[1]

The principals we interviewed reflected this ambivalence. They acknowledged that they were managers with responsibility for enforcing the contract in their respective schools. At the same time, many declined to participate on the district's negotiating team because they feared it would adversely affect their day-to-day working relations with teachers. Some districts have attempted to strengthen the principals' allegiance to the administration by promoting a management team concept. An elaborate mechanism is used to solicit principal recommendations and they are sometimes rewarded with benefits (e.g., in-service days, fringe benefits) not granted teachers. Still, the role of principals remains unclear, even though, as we discuss in subsequent sections, they are a critical factor in assessing the effect of collective bargaining on schools and classrooms.

Community Attitudes and the Bargaining Process. While, as we discussed above, direct public participation in collective bargaining is rare, favorable community attitudes toward labor unions in general and teacher organizations in particular seem to be associated with greater collective bargaining gains for teachers. We consistently found that organized teachers do better in areas where private sector organized labor is strong and where there is a tradition of public employee collective bargaining. The narrowest contracts in our sample occurred in places where organized labor is relatively weak. In fact, *local* anti-union attitudes appear to prevail even in states with vigorous labor traditions.

We encountered very narrow contracts in two districts in highly industrialized states. In one district a nonunionized industrial park is the primary source of employment for residents. Most of the community seems firmly opposed to teacher collective bargaining, feeling that teachers have no right to bargain collectively to raise their already high incomes. During the last strike, teachers' property was threatened and many teachers received obscene phone calls. A radio talk-

[1] See Cooper, February 1975.

show broadcast during a strike had to be taken off the air in mid-program because callers had become so abusive on the subject of teacher collective bargaining. Although part of this opposition is due to strike action by teachers, most of it stems from strong community disapproval of teacher collective bargaining.

The second district located in a one-industry town where the major employer established its own company union with a sweetheart contract in order to prevent organizing by AFL-CIO affiliates. Negative community attitudes toward organized labor have seriously affected the ability of the teacher organization to attract members and to bargain effectively. (Many teachers, of course, share the ideology of the rest of the community.)

Conversely, we found that in communities where private sector organized labor had secured a stronghold, teachers and other public employees were able to obtain more advantageous contracts. Community ideology obviously has only an indirect influence on teacher collective bargaining prospects. But even given labor-management opposition to and public disinterest in a more active citizen role, community attitudes do seem to affect at least the broad parameters of teacher contracts.

Summary. In conclusion, the typical set of participants in the collective bargaining process is a teacher organization team headed by its leadership and a district team led by a full-time, professional negotiator. Such an arrangement has had several important consequences. First, there has been a reduction in the disparity in overall bargaining effectiveness which traditionally existed between school districts and teacher organizations. Previously, teacher organizations had the benefit of a permanent staff member trained in collective bargaining procedures, while the school district and board of education approached the process in an *ad hoc* and amateurish fashion. Now both sides rely on professional negotiators and in most districts are rather evenly matched in expertise and effectiveness.

A second consequence of current arrangements is that negotiations are now smoother and differences at the bargaining table do not preclude a professional and cooperative working relationship once a

contract is signed. At the same time the institutionalization of collective bargaining sidelines not only community representation, but also school board members and rank-and-file teachers. The contribution of the latter two is increasingly indirect and occurs by means of formal recommendations for inclusion in the bargaining agenda and approval of the final contract. Prevailing attitudes toward organized labor and public employee collective bargaining (among parents and the general community) appear to set vague boundaries for collective bargaining. As with other forms of bureaucratic organization, teacher collective bargaining has traded a gain in efficiency and the ability to minimize overt conflict for a loss in broad-based participation.

The Extent to Which the State Legal Environment Actually Constrains the Bargaining Process

Defining the Legal Scope of Bargaining. Defining an appropriate scope of bargaining constitutes one of the knottiest problems in labor negotiations and particularly so for teachers. In the private sector the National Labor Relations Board has limited the topics of mandatory bargaining to "wages, hours, and working conditions." When applied to teacher collective bargaining, this narrow delineation has generated ambiguity and at times, conflict. Central are the practical difficulties in making a clear-cut distinction between "working conditions" and matters of educational policy. For example, is class size a working condition or a policy issue?

Teachers' own notions of professionalism further complicate the definition of scope because they expect to play a larger role in defining their work standards than would nonprofessional employees. Based on this notion of professionalism, teachers have demanded a greater voice in educational programs. Organized teachers argue that as professionals they have superior training in the specifics of the learning process than do most policymakers and can, therefore, more knowledgeably make those decisions which most directly affect the classroom environment. Consequently, the bargaining agendas of local teacher organizations have often included demands for teacher participation in curriculum design, staff evaluation procedures, and

student discipline and grading practices.

Obviously, some of these items have cost implications for local school districts. More importantly, many school board members fear that these demands represent a fundamental challenge to managerial authority. In fact, school board members and others who advocate a narrow scope of bargaining argue that elected officials, because of their accountability to the larger community, should be the ones to make educational policy decisions. Proponents of a narrow scope believe that if the scope of bargaining is unduly broadened, narrow economic interests like those of organized teachers will obtain more than their fair share of influence over public policy decisions.

As we noted in the previous section, the statutes which regulate the scope of bargaining vary greatly across states and have resulted from administrative and judicial as well as legislative action. In those states with a statewide agency created by statute to oversee public employee labor relations, legislatures have been reluctant to enumerate the items to be included in the scope of bargaining. Rather, they have allowed the statewide commission to define the actual content of the bargaining process case by case.[1] In those states without a statewide commission, the task of defining the scope of bargaining has often been left to the courts. In many instances, the courts have based their rulings on precedents established in the private sector. For example, in determining the status of class size as either a management prerogative or a working condition, the courts have often based their decisions on principles derived as the result of litigation involving private sector labor relations.[2]

Within the last few years, however, state legislatures have been a major focus of those groups dissatisfied with current statutory provisions. In his summary of recent state experience on the definition of scope, James reports that in 1975 alone, approximately a dozen state legislatures debated proposals to modify the scope provisions of

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[1] James, October 1975, p. 96.

[2] Howlett, Fall 1973.

public employee collective bargaining laws.[1] Few states actually enacted new legislation in this area, but those that did defined scope more narrowly and specifically than had been done in the past. For example, new laws in Nevada, Indiana, and Montana list extensive management rights which strengthen the bargaining stance of employers and which put educational policy matters outside the scope of mandatory bargaining.[2]

On the other hand, in states such as Pennsylvania the legal scope of bargaining has broadened over time. There the State Supreme Court ruled that items related to employees' interest in wages, hours, and conditions of employment fell within matters subject to good-faith bargaining even though they might touch upon managerial policy. In practice, this decision has meant that very few items are excluded from the legal scope of bargaining.

The Effectiveness of State Statutes. The role of the state law in defining scope will obviously intensify as more states consider public employee collective bargaining laws and as the debate over proposed federal legislation in this area continues. Yet, it is not entirely clear just how effective state laws are in regulating the scope of bargaining. Certainly most teacher organizational leaders and negotiators do not see themselves as constrained by statutory provisions. The following discussion of California's teacher collective bargaining law indicates how teacher organizations there view such provisions.

> The law as written limits negotiations to issues such as wages and "terms and conditions of employment." It expressly makes educational matters the prerogatives of school boards and excludes them from bargaining, although it does provide for school boards to "consult" with employee organizations on such matters.
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> Ralph Flynn, acting executive director of the California Teachers Association, sees these provisions of the law as legal niceties. In actual practice, he says, the dividing

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[1] James, October 1975, p. 96.

[2] Ibid.

> line between what is and is not negotiable will break down. Teachers want a say in educational policy matters, he says.[1]

Our fieldwork indicated that in many cases state statutes as they regulate the scope of bargaining are not terribly significant to either the negotiations process or to contractual outcomes in local districts. Other factors--the local political culture and the working relationship between the district and the teacher organization--are far more important in determining the strength and scope of the final contract.

In many of the fifteen districts we visited, negotiators bargain with little attention to the state law. Some districts exceed the state law and negotiate over items which are outside the legally permissible scope. For example, one teacher organization was successful in negotiating an assignment and transfer policy which is not permitted under the state statute. Evidence from other sources indicates that even in California, which has one of the most precise scope provisions of any state law, some teacher organizations have been able to obtain contracts which exceed the legal scope of bargaining (just as state teacher organization leadership predicted).

At the other end of the spectrum, some teacher organizations in our sample could not convince school boards to negotiate over items for which bargaining is mandated under state law. For example, one district we visited is located in a state with a broad statute. Yet, this district has one of the narrowest contracts of any in our sample. Community attitudes are strongly against teacher collective bargaining and the school board, which plays a major role in the bargaining process, simply refuses to negotiate on items which are well within the legal scope of mandatory bargaining. The teacher organization, on the other hand, is weak and lacks internal unity. Consequently, it neither presses the board nor files unfair labor practice charges against it. Here, then, the state law as it pertains to scope is irrelevant to this district's negotiations.

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[1] McCurdy, February 1, 1976, Part I, pp. 1 and 3.

However, the fieldwork did reveal that the presence of a state law mandating teacher collective bargaining (rather than its specific scope provisions) makes a difference. Such laws, in effect, provide a floor for teacher organizations where local attitudes or their own organizational weakness would inhibit bargaining gains. Because a state law exists, these organizations are guaranteed recognition and a uniform process.

This is not to say that teacher collective bargaining cannot exist without a state statute, but we did find that districts in states without such laws often had to supplement collective bargaining with alternative strategies in order to maintain the integrity of contracts. For example, one Southern district we visited is one of only a handful in its state with a collective bargaining agreement. Since there is no state law, bargaining is voluntary by the school board and may be withdrawn at its discretion. The teacher organization has had to engage in extensive political action to maintain a pro-teacher majority on the school board. Their political influence, rather than any legal right, guarantees that teachers in this city will continue to work under a contract. In another district in the Southwest, the school board unilaterally rescinded its negotiated agreement with the teacher organization. A six-day strike (the first for this district) and the mobilization of community support for the teachers convinced the board to consent to reinstate the agreement.

Both these organizations have achieved varied degrees of success without collective bargaining laws. Yet, these districts are unique among those in their respective states; without the minimal guarantees provided by a state law only strong teacher organizations, willing to use strategies supplemental to the negotiations process, are able to maintain collective bargaining relationships. We found that even in strong labor states which lack collective bargaining statutes for public employees, weaker teacher organizations and those in smaller districts are unable to achieve much through negotiations. On the other hand, similar organizations in states with a collective

bargaining law are at least guaranteed some minimal success as a result of the protection afforded by the statute.

Our quantitative analysis found that the scope provisions of state statutes were significant predictors of whether or not a particular item was included in a contract. At first glance this may seem to contradict the fieldwork finding that local factors are more important in explaining contractual outcomes than state laws regulating scope. However, these two results are not as inconsistent as they appear. As we have noted several times, we were limited in our contract analysis to variables which could be easily measured and to data which could be obtained from either secondary sources or from the use of survey techniques. These constraints plus the exploratory nature of the research left us with an underspecified model which was in fact the reason we undertook the fieldwork.

State statutes remain significant in explaining variation among contracts, but our fieldwork suggests that part of the unexplained variance should be attributed to local political and organizational factors like community attitudes toward organized labor and the relationship between the two negotiators. Because these factors can only be measured with intensive fieldwork methods, we were unable to include them in our quanitative analysis of the larger sample. To the extent that the fieldwork sample is representative of the range of variation in the universe of contracts, it seems valid to conclude that local factors often prevail and are more significant that state statutes in explaining contractual outcomes.

We are not arguing that state laws do not make a difference or that they should be disregarded as a means of regulating the collective bargaining process. State and federal policymakers have little or no control over local factors and if they are to ensure that the collective bargaining process is reasonably consistent across jurisdictions, state statutes are the only means to achieve such a result. But our research does indicate that neither local teacher organizations nor school management can expect a state collective bargaining statute to be a panacea. Local attitudes and the relationship the two parties

create with each other are far more significant in determining the tenor of the negotiations process and the quality of the final contract.

Trade-Offs among Items at the Bargaining Table

Since we were unable to measure interaction effects among contract provisions during the statistical analysis, we decided in the field-work phase of the research to examine the kinds of trade-offs made by labor and management at the bargaining table. Our intention was to determine whether negotiators generally use the same decision rules (e.g., salary before class size, but class size before class hours) or whether trade-off decisions are made on an *ad hoc* basis, depending on present circumstances.

We found in all fifteen districts that neither labor nor management have established rules for making trade-offs, but act instead on a case-by-case basis. However, one principle seems to guide deliberations on both sides. While trade-offs occur among economic items and among noneconomic demands, they are rarely made across the two types of demands. One negotiator described the two as the proverbial "apples and oranges."

In other words, trade-offs might be made across provisions which cost money such as salary, fringe benefits, and class size. But these items are seldom traded for others such as evaluation procedures, transfer policy, and instructional policy committees. We found a single exception to this finding among the districts in our fieldwork sample. One district, in severe financial difficulty (its two high schools are in danger of losing accreditation because of out-of-date textbooks and poor library facilities), is so strapped for money that it has been willing to trade salary increases for a number of the teachers' noneconomic demands. For example, it is for the first time willing to negotiate over the school calendar.

As discussed earlier, membership priorities also guide teacher organizations in making trade-offs. Teacher organization negotiators try to retain the items the membership most wants. Negotiators also reported that in narrowing their demands, they work to keep on the

bargaining table those items which affect the greatest number of members.

In essence, then, we found that although both sides trade off among provisions, the process varies across districts and over time. Trade-off decisions are made on a case-by-case basis and are dependent on current teacher and school district preferences. The only over-arching principle seems to be that trade-offs are rarely made between items which cost money and those which have no direct cost, but which expand teacher prerogatives. Many of the districts in our sample are experiencing some financial difficulties. Yet only one was willing to cross the boundary between economic and noneconomic demands and expand the noneconomic scope of bargaining in exchange for items which would directly increase the district's budget.

The Role of Impasse Resolution Procedures and Strikes on Contractual Outcomes

Impasse Resolution Procedures. In drafting state collective bargaining statutes, policymakers often focus their efforts on formulating procedures for resolving bargaining impasses. This aspect of collective bargaining is in fact probably better specified in law than is the definition of scope. The three basic types of impasse resolution procedures consist of:

> Mediation which is the participation of a third party in the negotiations process in order to facilitate the voluntary resolution of disagreements that exist between the two sides. The mediator makes no decisions and must rely solely on persuasion in bringing the two parties together.
>
> Fact-finding which is a process by which a third-party neutral is brought into the negotiations process. He hears presentations from both sides; often does independent research; and then issues his findings and recommendations on what he considers to be a fair settlement of the unresolved issues.
>
> Binding interest arbitration consists of a third-party neutral or panel of neutrals hearing the arguments of both sides and then formulating what it considers a fair settlement. This decision is then final and binding on the parties involved. A variation of the binding arbitration is "final-offer arbitration"

> in which the arbitrator considers the last offer of both sides and selects one. Again, the decision is final and binding.[1]

The development of impasse procedures for use in the public sector is a relatively new phenomenon and most state legislation in this area was enacted after 1967.[2] As of 1975, 26 states had passed legislation covering impasse procedures for teacher collective bargaining.[3] Where provisions for mediation exist, the parties to a dispute can usually bypass it and go directly to fact-finding. Nineteen of the 26 states provide for either advisory or binding. Eleven states provide for recourse to arbitration, and in seven of these states the arbitration decisions are binding. Only nine states have incorporated all three methods of impasse resolution in their statutes.

The primary reason policymakers have focused so much attention on impasse resolution procedures is their desire to avoid strikes by public employees. Although conventional wisdom assumes that the use of such procedures reduces public sector strikes, research conclusions vary. On one hand, various studies of public employees, and teachers in particular, indicate that between 50 and 70 percent of all bargaining impasses are resolved by mediation.[4] However, Perry and Wildman, in their study of 24 school districts, found that:

> the public recommendations of a third party generally did not provide the basis for the settlement of initial bargaining impasses. These impasses were resolved only through unilateral decisions by boards of education or exercise of economic power [i.e., the use of the strike] by teacher organizations....[5]

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[1] While there are other forms, most analyses of arbitration are limited to interest arbitration that is both compulsory and binding.

[2] Jones, February 1975, p. 157.

[3] Bell, February 1975.

[4] Jones, February 1975, pp. 161-162.

[5] Perry and Wildman, 1970, p. 96.

Other studies have questioned the effectiveness of procedures like fact-finding both for avoiding strikes and for reaching a final settlement.[1] Many also contend that fact-finding and particularly arbitration harm the collective bargaining process itself and the substance of the final contract. The most common argument against the use of these procedures is that their existence tends to have a "chilling" effect on negotiations. If both parties believe that negotiations will culminate in impasse it is to the advantage of both to avoid compromises during the actual bargaining process in the fear that a third-party arbitrator will base a settlement on the final compromised positions. Consequently, little bargaining may actually take place. Research on this issue has focused on public safety employees (viz., police and fire fighters) and has produced mixed findings on the extent to which fact-finding and arbitration weakens the bargaining relationship.[2]

Another argument against the use of arbitration holds that third-party recommendations for settlement are often made without sufficient knowledge of the economic and political realities of a given school district. In those rare instances in which binding arbitration is used,[3] an even stronger criticism can be made. Binding arbitration often involves a delegation to outside arbitrators of decisionmaking powers that are legally the sole prerogative of elected officials. An arbitrator may, in effect, decide how school district budgets are to be allocated and even, through the implications of his/her decision, set the tax rate.

It is clear from this brief summary of past research that some impasse resolution procedures may not be as efficacious as lawmakers hoped they would be. Therefore, in the course of our fieldwork we examined not only whether they prevented strikes, but also the effect of impasse resolution procedures and strikes on contractual outcomes.

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[1] Gatewood, 1974, and Yaffe, April 1975.

[2] Long and Feuille, January 1974, p. 189.

[3] Binding interest arbitration in public education is provided in some form in only seven states (viz., Maine, Michigan, Minnesota, Oregon, Pennsylvania, Rhode Island, and Wisconsin).

Of the fifteen districts we visited, fourteen have employed some type of impasse resolution procedure. In only two of these districts, however, were participants' assessment of these procedures positive. Negotiators in one district felt that state mediators were successful in settling the district's first strike. In another, where a state judicial agency has the authority to impose a settlement in the event of a severe impasse, the procedure encourages both sides to come to the bargaining table determined to reach a settlement. Because resolutions imposed in the past by the state agency were unsatisfactory to labor and management, both are now willing to work to avoid future outside intervention.

In the remaining twelve districts, both labor and management respondents felt that impasse procedures had been ineffective in stopping strikes and in making the negotiations process any smoother. The consensus seemed to be that impasse resolution procedures are a necessary evil which ought to be avoided whenever possible. There are several related reasons for this assessment. First, respondents noted that the quality of mediation is dependent on the personality and expertise of individual mediators. Within any state the quality of mediators is variable and respondents felt they were subject to the "luck of the draw" in receiving mediation services. Second, state labor relations agencies are often not held in very high regard by their clients. In some states respondents complained that the agency is understaffed and because salaries there are low, it is not attracting competent personnel. In other states, respondents maintained that the agency is too politicized and, depending on the dominant political ideology of the legislature and the governor, is either pro-labor or pro-management in its decisions. In fact, in some states representatives of school management and/or organized teachers sit as members of the agency's policymaking board. Even if these members are sensitive to conflict of interest issues, the agency's deliberations are bound to be affected by their presence. On the other hand, some state governments have carefully tried to avoid such political ties and have appointed experts with no loyalty to either labor or management (e.g., former arbitrators, law professors, etc.). Unfortunately, in these

cases, the commission members often lack the political clout to assume the kind of leadership role that is needed.

Teacher organizations also pointed out that unless the recommendations of fact finders and arbitrators are binding, one or both sides can reject them. If this happens, a lot of time and resources have been wasted. Although some teacher organizations (particularly, NEA affiliates) support binding interest arbitration, many do not. Like school management, these organizations see themselves as potentially losing as much from the decision of an outside arbitrator as they might gain.

However, it should be noted that neither side in any of the twelve districts with a negative assessment of impasse procedures felt that final settlements were inflated or inappropriate because of the role of outside mediators. In only one of the districts did impasse procedures have a chilling effect on the collective bargaining process. Because this district went to impasse every time it negotiated, items were withheld until after impasse was reached so the parties would later have something to concede. On the whole we found that impasse resolution procedures are neither detrimental to the collective bargaining process nor does their use result in unreasonable settlements. Yet, they have not fulfilled their intended purpose--preventing strikes.

To say that state impasse resolution procedures have not been as effective as policymakers once assumed is not to argue for their abandonment. Like most laws, these procedures were formulated because of the widespread failure of the participants to resolve disputes privately among themselves. At a minimum, the threat of outside intervention often brings the two parties back to the bargaining table and gets them talking again. However, it is clear from our research that the most effective resolutions are worked out by the parties themselves with no outside intervention. When the collective bargaining relationship is stable and the negotiators have a good working relationship, local solutions to impasse emerge. For example, in two of the districts we visited the school system and the teacher organization routinely form joint *ad hoc* committees to study new issues. These

committees may be formed at the request of either party on any issue. Frequently, they are convenient vehicles for diffusing nonsalary impasse issues during bargaining. If the school board is reluctant to agree to the teacher organization's demand, a committee is formed to study the issue. A compromise is worked out in a more extended time frame and away from the intensity and spotlight of bargaining. Then, in most instances, the school board accepts the committee's compromise. At the same time, this mechanism provides for the development of new approaches and innovative educational strategies, as indicated in one fieldwork site where committees currently deal with:

- o implementation of federal Title IX mandates to increase the number of women in school administration
- o supplementary pay for extracurricular activities
- o preventive maintenance expenditures
- o need for counseling services in the district's elementary schools

Where cooperative relationships facilitate the formation of such committees, serious disputes are usually avoided, and teacher influence over district policy is institutionalized in a constructive way.

The Effectiveness of Strikes. Strikes, as we noted, constitute one response to impasse. In Chapter II we reported that strikes by teacher organizations produced mixed results in terms of contractual outcomes. The fieldwork research supports this conclusion. Sixty percent of the districts in our sample experienced at least one strike, ranging in duration from a few days to a month or longer. Yet, the payoff from strikes varied markedly. Some resulted in large gains, while in other districts the teachers actually settled for less than they had been offered prior to the strike. The difference in payoff seems to depend on the strength of the teacher organization and how skillfully it uses strikes as a strategy. For example, one teacher organization in our sample gained its strong contract largely on the picket line. Not only has the leadership been able to maintain rank-and-file commitment during three separate strikes, but

it has been willing to endure jail sentences and hundreds of thousands of dollars in fines. In other words, vigorous rank-and-file support (75-90 percent of the teachers walked out of their classrooms each time) and holding out to the bitter end spelled the difference. Other organizations have been less determined in their efforts and have subjected the district, their members, and the community to strike with little or no payoffs. One teacher organization struck four days before the end of the school year, at a point when the district had already received all its annual state aid. Parents were unconcerned about the end-of-the-year loss of class time for their children. Consequently, the teachers looked foolish and gained very little for their efforts. Similar results were obtained in other districts where the teacher organization leadership either misread the willingness of the rank and file to sustain a long strike or where the organization was unwilling to pay the costs imposed by the school district (often through court action).

Respondents uniformly noted that strikes are the result of a high frustration level among teachers which may flow from a hostile relationship between them and the administration. However, it takes skillful organizational leadership to direct and sustain that frustration. Clearly, striking is a high-risk, high-cost strategy which provides no guarantee that benefits will exceed those attainable with less militant tactics. In some cases it may be more accurate to view strikes as the consequence of poor relationships and weak contracts than as devices which will produce strong agreements.

In conclusion, our research on the collective bargaining process indicates that local factors such as public attitudes toward organized labor and the quality of the relationship between labor and management often prevail over more easily measurable financial, organizational, and legal factors. While we did encounter behavior common to most districts--e.g., that negotiating teams are becoming more professional over time and trade-offs are rarely made between economic and non-economic items--districts vary greatly in their collective bargaining postures, depending on the local political and organizational culture. However, it was quite clear in all the districts we visited

that the bargaining process itself affects outcomes. The effect is seen not only in the formal strength or scope of the contract, but also in the extent to which collective bargaining becomes an effective tool for regulating labor-management relations. Where the collective bargaining process works well, the subsequent implementation of the contract and day-to-day relations between teachers and administrators are usually more harmonious and constructive.

In the next section we examine established past practice and political action as alternatives to collective bargaining.

ALTERNATIVES TO COLLECTIVE BARGAINING

Past District Practices and Collective Bargaining

Some people have suggested that because not all district policies are included in the formal contract, the rights and benefits accorded teachers may be even greater than what is actually included in the contract. In other words, past practice may be an extension of the contract.

Although we did not have the resources to analyze the role of past practice in our entire contract sample, we did examine it for the fieldwork sample. While in the field, we focused on two questions:

- What kinds of items are not incorporated in the written contract by agreement between labor and management?
- Since some past practices may be legally grievable, do these items constitute, in effect, "hidden" contractual provisions?

We found that in the overwhelming majority of our fieldwork districts there were very few past practice items and the number is becoming smaller over time. Although past practices are *legally* subject to grievance procedures in several districts, teacher organization leaders doubted their ability to win such a grievance, particularly at the final, binding arbitration step. Therefore, teacher organizations have generally tried to incorporate as many past practice items as possible in the master contract. In each district there were a few random items which had not yet been

included in the contract, but most respondents felt it would only be a matter of time before all were covered.

Past practice items do not seem, then, to constitute a tacit agreement which extends the formal contract. Since past practices are essentially unilaterally extended privileges and depend on the discretion of administrators and school boards, organized teachers seem to have decided that they are better off if as much of their work life as possible is protected by a formal document.

Political Action by Organized Teachers

The two national organizations, along with their state and local affiliates, engage intensively in political action at all three levels of government. They support candidates ranging from school board members to the President of the United States. In conjunction with this electoral activity, teacher organizations lobby to increase federal and state aid to education, to secure more advantageous public employee collective bargaining laws, and to achieve concrete advantages such as reduced class size.

The AFT and the NEA both recognize the real limits on the gains attainable through local collective bargaining. Consequently, these organizations have chosen to commit considerable resources to lobbying and support for political candidates. In 1976, NEA expenditures on behalf of Jimmy Carter exceeded $400,000.[1] This amount was in addition to the over $3 million spent by local and state affiliates. Although the AFT only spent about $400,000 in total on the 1976 campaign, its parent, the AFL-CIO, raised several million dollars for political candidates.[2] Similar efforts were repeated at the state and local levels. For example, the political action arm of the California Teachers Association spent more than $550,000 in the 1974 election. In fact, only the oil industry outspent the AFT and the NEA in that California election.[3]

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[1]Malbin, March 19, 1977, p. 414.

[2]*Education Daily*, October 6, 1976, p. 4.

[3]Harris, January 27, 1975, p. 7.

Local Political Activity. Organized teachers seem to expect little payoff for their local political activity. Although fourteen of the fifteen teacher organizations studied in depth supported candidates for local school board offices, only two of them seemed to have gained tangibly from having allies on the board. The rest viewed their support of board candidates as defensive action. Because the position of school board members is usually both thankless and unpaid, it is often difficult to encourage competent people to seek the office. Teacher organizations report that they support board candidates to reduce the risks of poor leadership. They hope that if they contribute campaign funds and manpower, they might encourage better candidates to run. But once their candidates win, the teacher organizations seem not to expect the kind of payoff or access that they receive from the state and national candidates they support. Board members who have received such support concurred with the teachers' assessment. Consistently across school districts, members elected with teacher organization support attempted to remain independent even during collective bargaining. Part of the reason for this detachment may be due to the nature of the local political process. School board members, unlike state legislators, make decisions in an arena which is highly visible to their local constituents. If they appear to favor organized teachers too strongly, board members may suffer stronger public disfavor than a state legislator who is making decisions in the distant state capital.

State-Level Political Activity. While this combination of collective bargaining and political action is a relatively new strategy, lobbying by teacher organizations is not. Prior to collective bargaining, lobbying by state teacher organizations accounted for most of the economic and job security benefits teachers obtained. Tenure and continuing-contract laws, statewide joint-contributory retirement plans, and the minimum salary standards established by some states all resulted from legislative action by organized teachers.

However, there is now a difference. A teacher organization can first attempt to obtain a specific benefit at the bargaining table.

If it fails at this level, it can bypass the local board of education and lobby at the state level. Here, the teacher organization often finds itself trying to persuade legislators whom it has itself helped elect. The potential for enormous influence is obvious.

In some instances, organized teachers use the political process to facilitate a favorable collective bargaining outcome for themselves. In fact, in a system of shared responsibility among branches and levels of government, public employee unions adopt strategies to exploit the division of authority. Variants on the basic strategy of "bypassing" or "end-run bargaining" abound. Essentially, bypassing is an attempt by the employee organizations to use political pressure on elected officials to undermine the position of the management negotiator.

One form of bypassing exploits the vertical sharing of power among levels of government. A union can use state-level lobbying to gain its ends when local-level negotiations fail. Twice in 1975, for example, the governor of Oregon intervened to avert a threatened strike by teachers. In both instances, he persuaded school boards to increase their offer and break the stalemate.[1]

In many capitals the state affiliates of the two national teacher organizations are among the most powerful lobbies. NEA state affiliates receive the bulk of teacher membership dues and use the funds for professional lobbying as well as for substantial research and public information programs. Typically, teacher organizations pursue three goals at the state level. The first is to obtain greater financial support for public education. In pursuing this objective, the teacher organizations ally themselves with other educational interest groups, including administrator and school board associations.

Second, they work for the enactment of public employee collective bargaining laws or toward the improvement of existing laws. Teacher organizations have been joined in this endeavor by other public employee groups and private sector organized labor. Twenty-nine states now require collective bargaining between school districts and organized teachers. In other states the teacher organizations strive to

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[1]Pierce, 1975, p. 147.

elect candidates who will favor such legislation. A teacher organization, in a state which narrowly defeated a public employee collective bargaining law, recently joined with other unions in the state to oust an incumbent legislator who refused to vote for collective bargaining legislation. This effort involved thousands of dollars in campaign contributions and many hours of donated manpower. Many felt that the labor groups sought to demonstrate their power to other legislators who waivered in their support of collective bargaining legislation.

Third, organized teachers pursue by means of state statutes the kinds of gains typically associated with local bargaining--minimum salary schedules, class-size maximums, and requirements for the employment of school specialists. Attaining such provisions through state legislation ensures an inflation in the base upon which local bargaining proceeds. Needless to say, these legislatively secured mandates compromise the flexibility of local school management. For example, in one state compliance with 1978-79 statewide salary minimums will require pay raises for two-thirds of all teachers.

State school boards associations generally lack the wherewithal to counteract teacher influence at the state level. Often a single large urban district will wield more power in the state capital than the school boards association. In many states the school boards association remains weak and amateurish because it lacks the financial resources and, more importantly, the manpower needed to support political candidates. School board members are few in number and prove no match for large groups of organized teachers when it comes to walking precincts and manning phone banks.

Will state-level political activity by organized teachers increase over time? According to our analysis, there are several reasons to believe it will. First educational policymaking is becoming more centralized. Decisions which were traditionally the sole prerogative of local school boards have escalated to the state and federal levels. For example, recent judicial rulings which direct the equalization of school finance mean less local control over tax and spending policies. Organized teachers have contributed to and responded to this centralization.

Its arrival has forced them to recognize that there are real limits on collective bargaining gains at the local level. Consequently, teacher organizations are now concentrating more of their energies on state-level political action.

The recent movement for tax and public expenditure limitations, evidenced by the passage of Proposition 13 in California, also carries profound implications for the collective bargaining process. To the extent that responses elsewhere mirror California's, where the state assumed more of the cost of public education, local collective bargaining could diminish in importance. State control of the purse strings could lead to a two-tier system of bargaining in which most of the negotiating occurs at the state level. Bargaining on items which have no direct cost implications (teacher evaluation, transfer policy, student discipline) could remain at the district level. Such a radical transformation of the collective bargaining system still seems at least several years away. However, it also seems clear that teacher organizations will increasingly look to the state to meet demands formerly made on local school boards.

A second reason for the shift toward state lobbying and political action stems from a growing disenchantment with such militant tactics as strikes. Increasingly, strikes have proven counterproductive. Not only have public attitudes turned against striking teachers, but school boards are now better equipped to deal with teacher strikes. Many school districts have formed mutual aid pacts which allow administrators from nonstriking districts to assist a strike-bound district in keeping its schools open. In addition, the oversupply of teachers usually means readily available substitutes. The following scenario is more and more common: teachers strike; schools remain open; the district receives its per-pupil support from the state; the wage bill, thanks to lower-paid substitutes, actually falls and the district profits from the strike. The only real losers are the striking teachers who often must settle for the district's pre-strike offer or in some cases for even less.

End-Run Strategies at the Local Level. Locally, a union may negotiate directly with a professional labor relations expert who represents the school board and at the same time apply political pressure to elected local officials. In public education, particularly, end-run bargaining sometimes consists of pressure on the mayor of a city to intervene in teacher disputes with the local school board. For example, in his study of public sector unionism in Philadelphia, Foley found that, by threatening strike action, the AFT affiliate convinced the mayor to join negotiations and to provide the extra funds needed to reach a settlement.[1]

Nevertheless, the Rand research suggests that political intervention by elected officials has produced very limited results for organized teachers. There were strikes in nine of the fifteen districts in the fieldwork sample. In all but three of them the mayor, city council members, or state legislators attempted to intervene and help resolve the impasses. But in no case did the third-party effort facilitate settlement. Rather, the parties themselves or, on occasion, an outside professional mediator finally succeeded in ending the strike. Interestingly enough, both labor and management in our field sites were critical of intervention by public officials, rarely requested it, and agreed that disputes were best settled by the parties directly involved. A recent study by the staff of the California Legislature drew a similar conclusion in its assessment of California's newly implemented teacher collective bargaining law: "Almost universally, involvement by elected officials was seen as counterproductive or of no benefit by both parties involved in SB160 (the teacher collective bargaining law) procedures."[2]

Local Teacher Organizations with Political Influence. As we noted earlier in this section, most teacher organizations obtain few benefits from local-level political activity. However, two organizations in our sample do wield real political power and together they are a study in

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[1] Foley, 1975.

[2] California Legislature, Task Force Report, Senate Bill 160, Sacramento, February 1978, p. 13.

contrasts. Both groups were critical in electing mayoral and school board candidates who were responsive to organized teachers and both had managed to engineer the firing of a recent school superintendent. Here the similarities end, however. The first organization operates in one of the worst urban school systems in the country. Its problems of poverty, low student achievement, and general deterioration predate the rise of the teacher organization. Yet the organization has failed to use its extraordinary control over school district policy to improve the system. Rather, it has successfully deflected the district's efforts at reform; it uses its veto power over school policy to maintain the status quo in both district and school-site policies.

The second organization, on the other hand, is seen as a progressive political force within the city and school district. Operating in a state without a public employee collective bargaining law and in an environment hostile to organized labor, the organization requires political influence at the local level to survive as a collective bargaining agent. Consequently, it worked to elect a pro-teacher school board. But the organization has used the resulting power constructively and both labor and management feel the relationship is productive. Organized teachers, for example, acted effectively to reduce opposition to school desegregation and to bring about peaceful compliance. Although the organization places its own self-interest first and foremost, it has used its power to improve conditions for students. As an illustration, it negotiated in its current contract a guarantee that all students be given vision and hearing tests.

Since the fieldwork sample was chosen to be representative of a larger, random sample, it is fair to assume that the conclusions reached about local-level political activity are valid for other districts in the country. Most teacher organizations support local candidates, but few receive much payoff for such support, and few expect any. Only a minority of local organizations have attained appreciable political power and a few of these have abused this power. At the same time, others have found a way to pursue their own self-interest and still work to improve the quality of educational services delivered to students.

"Teacher power," then, is generally reflected in the contractual gains made by organized teachers and in their state-level political action. But, as discussed, state-level action has local implications. As teacher organizations target on state and federal political action in the hopes of "leveling-up" control over aspects of collective bargaining and school finance, the responsibilities and autonomy of local school boards are simultaneously weakened.

EFFECTS OF COLLECTIVE BARGAINING

Increasing numbers of observers argue that through collective bargaining organized teachers have become a new educational power elite. For example, David Tyack, in his history of American urban education, asserts that:

> From the late 1950's, when teachers had little influence, to 1970, a powerful new alignment of forces took place in urban schools, one comparable in potential impact to the centralization of control in small boards and powerful superintendents at the turn of the century.... At the very least, teachers were the group with the greatest power to veto or sabotage proposals for reform. No realistic estimate of strategies for change in American education could afford to ignore teachers or fail to enlist their support....[1]

As part of our fieldwork analysis, we attempted to determine the validity of such statements by examining the district and school-level effects of teacher collective bargaining. In doing so, we focused on three major issues:

- the extent to which contractual provisions are actually implemented and enforced
- how extensively district or school-level management has been constrained or changed through collective bargaining
- whether collective bargaining has affected classroom operations and the services delivered to students

As the following discussion indicates, the fears of those who assert "teachers are running away with the store" are generally

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[1] Tyack, 1974, pp. 288-289.

unfounded. At the same time, however, collective bargaining has significantly reduced management latitude, particularly at the school site.

District Effects of Collective Bargaining

Clearly the major district-level effect of teacher collective bargaining has been to limit the flexibility of school boards in making budgetary decisions. Teacher salaries in unionized districts are proportionately higher and thus represent a larger share of these districts' budgets. Contractually mandated class-size limits, preparation periods, and minimum numbers of specialists consume a good deal of the remaining budget so that school boards have less discretionary budget power than in the past.

The other major constraint which bargaining imposes on school boards and district administrators stems from the pressure to count seniority as the single or primary criterion for transfer and reduction-in-force decisions. Sole or primary reliance on seniority has some or all of the following consequences for local districts:

- districts find it harder to meet federally imposed faculty desegregation mandates
- as enrollment declines, it is more difficult to match particular school needs with the most appropriate and competent faculty
- reduction-in-force provisions based on seniority not only interfere with the retention of younger and perhaps more competent teachers, but also raise the salary costs of the more senior teaching force which results

Collective bargaining, then, has narrowed district authority mainly in the areas of budgetary decisions and teacher transfer policies. However, in only one of the fifteen districts we visited did organized teachers have an effective veto over any aspect of district

policy. In this district the organization had negotiated a provision which in effect gave it the power to block district promotions. In addition to meeting certain experience and credential requirements, all candidates for principal, vice-principal, department chair, supervisor, and coordinator must be screened by a five-person committee. Not only is the teacher organization represented on this committee, but the scoring system is such that even if the other four members give a candidate a perfect score, the teacher organization can veto the promotion. Such power is extraordinary, but our research clearly indicates that this situation is deviant and that in the overwhelming majority of districts the influence of organized teachers is much more limited.

In most districts, implementation of the contract is highly routinized. The administration usually works with school principals, briefing them on any new provisions, and preparing them to implement the contract at the building level. The teacher organization uses its building representatives as the vehicle for explaining the contract to rank-and-file teachers. Even though it is centrally negotiated, the contract is basically a mechanism for managing relations at the school level and it is there that it has its greatest effect (as we shall see below).

Both labor and mangement seem generally inclined to settle grievances as quickly and at as low a level as possible. Often grievances are settled at the building level, sometimes even before formal filing. But as in other aspects of collective bargaining we have discussed, the tenor of the grievance process is dependent on the quality of the relationship between the school district and the teacher organization. A mutually distrustful relationship means grievances are more apt to go to arbitration and to be settled by a third-party neutral. For example, in one district in our sample where relations between labor and management are very bad, 50-75 grievances go to arbitration in a given year. Yet in another district with approximately the same number of teachers, but with harmonious working relationships, only about five grievances go to arbitration in a given year. Clearly, both the district and the teacher organization need to ensure contract enforcement. At the same time, however, it is in their mutual interest not to impair day-to-day working relations, particularly at the school site.

One of the vehicles for teacher participation in district (and school) decisionmaking is the instructional policy committee. Fourteen of the districts in our sample have some kind of district or school-level instructional policy committees. However, the committees are contractually mandated in only four districts (a similar proportion to the frequency of these committees in the larger contract sample). Such committees have variable records with contractually mandated ones performing no better or worse than the others. In some districts instructional policy committees have succeeded in changing instructional strategies and textbooks. For example, in one district the factual approach of the social studies curriculum was downplayed in favor of a more conceptual and cultural orientation. In another district, the committee was instrumental in moving the district away from reliance on a single English textbook and toward the use of multiple paperbacks. But district committees in other districts lack effectiveness and visibility. In no case did teacher organizations use instructional policy committees to dominate district decisions on curriculum and textbook selection.

School-Level Effects of Collective Bargaining

School-site committees also vary greatly in schools even within the same district. In one district with contractually mandated committees, a central office administrator noted that they are "all over the map" in terms of effectiveness, ranging from adversarial to cooperative working relationships. Some actually co-administer the building, while others have no influence. Again, the success of these committees largely depends on how principals choose to use them and on how much they engage the participation of the teachers. Obviously, principals who espouse participatory decisionmaking will have more effective committees. For example, one of the more successful, contractually mandated committees we visited had just finished organizing next year's teacher in-service program and had designed it specifically to meet the needs of that particular school. However, this committee predated the contract since the principal has from the

beginning sought the active support and participation of the faculty.

In general, our research indicates that collective bargaining has its greatest nonbudgetary effect at the school site. In fact, for many of the noncompensation items we examined during the contract analysis (e.g., teacher evaluation, assignment, discipline, and grading practices, etc.) the clearest effects are within individual school buildings. Consequences at the district level seem negligible.

Teachers and administrators alike reported that improved staff morale is the strongest effect of collective bargaining for teachers. Protected from arbitrary action by administrators, teachers now feel more secure about what they do in their own classrooms. Principals, on the other hand, reported that teacher assignment is the greatest constraint imposed by collective bargaining. Principals now have less freedom in selecting which teachers will work in their schools and what duties each will perform there.

Obviously, the scope and strength of the existing contract affects how principals are constrained. To illustrate specific constraints as well as the range of variation, we can examine schools in three kinds of typical districts--those with weak, average, and especially strong contracts.

In the two weakest contracts in our sample, there are very few nonwage and fringe items. Only two provisions--specifying the length of the school year and the teacher's working day--truly affect school-site operations. Beyond this, the contract imposes no other constraints on the principal's management of the school.

The majority of contracts in our fieldwork sample include (in addition to limits on the school year and day) all or most of the following provisions, influencing school-level operations:

- guaranteed teacher preparation periods and a limit on the number of different classes a teacher must prepare
- assignments restricted to the teacher's area of certification and made on the basis of seniority
- a limit on the nonteaching duties (e.g., clerical work and playground supervision) a teacher must perform

- o class-size maximums which can be violated only if the district shows just cause
- o a detailed evaluation procedure which specifies the number of evaluations a teacher is subject to, the length and format of classroom observations, teacher response to evaluations, and finally, advance warning from principals when they plan to evaluate teachers

While these provisions constrain school management, they basically deal with working conditions, rather than teacher influence over educational policy. In fact, several of the teacher organizations in our sample are taking a "bread and butter" orientation and thus concentrate on improving the strength of these provisions, rather than on expanding their contracts into areas of educational policy.

At the extreme is the one district in our sample with a very strong contract that appreciably constrains school management. (This is also the district in which the teacher organization can veto administrative promotions.) Here teachers are no longer required to perform clerical duties; secondary teachers receive additional preparation periods for each subject (seventh-, eighth-, and ninth-grade English, for example, are all considered separate subjects); and they cannot be assigned for more than three teaching periods or two preparation periods in a row. Until state law superseded the contract, teachers could refuse to teach students who needed the assistance of special education teachers. The contract even affects curriculum content because it now mandates labor studies as a high school elective. Principals can no longer see a teacher's grading book without first making an appointment, nor can they meet with a teacher without first informing him/her of the reason for the meeting. The teacher may then be accompanied by a teacher organization representative. In evaluating teachers, principals, and supervisors, principals can only use a two-point rating system (satisfactory or unsatisfactory). If a central district administrator enters a school building, the teacher organization building representative must be informed of this person's presence. This contract, however, is very likely a deviant case.

Based on our contract analysis, we estimate that there are probably only two or three other districts in the country with such strong agreements.

We argued in Chapter II that there seems to be a typical progression in the items over which teacher organizations bargain--from salary and fringe benefits to working conditions and, finally, to items of educational policy. However, this does not argue that eventually all districts will have contracts identical with the strongest one in our sample. In fact, the district with the weakest contract in our fieldwork sample has been bargaining ten years, as long as the district with the strongest contract. Our evidence on bargaining agendas indicates that most teacher organizations will obtain future contractual provisions to the point where they reflect the average district in our sample.

While it is clear that collective bargaining has constrained management latitude, it is not so obvious that it has significantly affected classroom operations and the services delivered to students. The vast majority of teachers we interviewed responded that collective bargaining had little effect on what they do in their own classrooms. Most claimed their morale had improved, but few reported changes in teaching methods and relations with students. Some observers argue that collective bargaining, by limiting class hours, has meant that students have less time to learn. Conversely, others maintain that guaranteed preparation time and higher morale raise the quality of teaching. Since we collected neither achievement nor classroom observation data, we are not in the position to resolve this argument. However, we did observe that collective bargaining sometimes provides greater autonomy to teachers. In several districts we noted specific contractual provisions which fostered this feeling. For example, in two districts rules governing curriculum development funds for teachers were established as a result of the collective bargaining agreement. Grants were awarded competitively and were used by teachers to develop new curricula or instructional projects. In two other districts, the contracts stipulated that materials and discretionary resources should be allocated equally among schools and teachers. Teachers were also

assured of some discretionary funding for use in their own classrooms. These examples involve relatively little money but they seem to encourage greater professionalism among teachers.

In conclusion, our examination of the school-level effects of collective bargaining suggests that management latitude has been reduced. It is possible that requiring principals to justify and document every action (e.g., in evaluating teachers) lessens their efficiency. In the schools we visited relations between principals and teaching staff had usually not been adversely affected by collective bargaining.[1] Also, there was no reduction in the ability of districts and individual schools to introduce new programs as a result of collective bargaining. Actually, in several instances, the teacher organization agreed to waive part of the contract in order to make program implementation easier.

There is no question that collective bargaining has made the principal's job more difficult. Central administrators often fail to provide principals with sufficient resources and support. (Top management often displays similar failings when principals face other externally induced constraints such as desegregation.) Yet, our study indicates that the principal plays a central role in determining whether collective bargaining works in the school building.[2] Truly effective principals usually accept collective bargaining and use the contract both to manage their building more systematically and to increase teacher participation in school decisionmaking. Less effective principals may view the contract as an obstacle to a well-run school and then use it as an excuse for poor management.

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[1]To some extent, this finding may be a function of the schools we visited. Both the school district and the teacher organization tended to direct us to the better schools in a district, which meant those with the most effective principals. In fact, in some cases the teacher organization would recommend a school not because its organization was particularly strong, but because it was a well-run school. Whenever possible, the field staff tried to visit additional schools and a common finding was that the schools where collective bargaining worked well were also the ones with the best principals.

[2]Berman and McLaughlin, May 1978, pp. 30-31.

SUMMARY

As the collective bargaining process has matured, it has become more professionalized. Negotiations are usually conducted by two professional negotiators with little active participation from either the school board or the community. Local political and organizational factors such as public attitudes toward teacher collective bargaining and the quality of the relationship between the district and the teacher organization play an important role in determining the tenor of the negotiations process and the substance of the final settlement. In fact, these variables are often more significant in explaining contractual outcomes than are state statutes regulating scope and impasse resolution.

While organized teachers have adopted a dual strategy of collective bargaining and political action, the payoffs from lobbying and support of electoral candidates have come primarily at the state, rather than the local level. Organized teachers have been able to obtain from state government greater financial support for public education, more favorable collective bargaining laws, and state-mandated regulations on class size and salary schedules that supplement local collective bargaining gains.

The noneconomic effects of collective bargaining are more perceptible at the school level than the district level. Because of contractual provisions regulating teacher working conditions, principals have less latitude in managing their own buildings. However, collective bargaining does not seem to have affected significantly either classroom operations or the quality of educational services delivered to students.

Chapter IV

CONCLUSIONS

Using a dual strategy of collective bargaining and political action, organized teachers have secured contractual gains locally and simultaneously achieved political successes at higher levels of government. Although these gains are neither total nor universal, teachers have acquired a number of noncompensation items that limit the flexibility of school management and increase the costs of public education. At the same time, collective bargaining emerged as a solution to decades of low salaries and arbitrary treatment by school administrators. It now provides teachers with more autonomy in their daily work life.

Teacher collective bargaining has spread from the large districts to the smaller[1] and from the Northeast across the country. In any given school system, contracts become stronger and broader as the bargaining relationship matures. The negotiations process deals first with salary and fringe benefits, second with working conditions and job security, and only lastly with issues of educational policy.

Although the future real gains of organized teachers will likely not equal those made between 1965 and 1975, teacher collective bargaining is not going to disappear. This final section outlines a series of implications derived from our research findings applicable to various actors in the educational system. We offer them not as firm policy recommendations but as insights into a process that is now well institutionalized in the nation's schools.

FEDERAL OFFICIALS

More and more, the successful implementation of federal reform efforts--be they in the interests of desegregation or improved education for special needs students--will depend on the cooperation of

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[1]Our sample of districts, it should be remembered, all enrolled at least 12,000 students in 1975. Thus our findings may not be applicable to smaller school systems.

influential teacher groups as well as on the support of school management. Attitudes toward change on the part of organized teachers or their representatives will range from enthusiastic commitment to resistance toward alterations in the hard-won status quo. Therefore, the federal government in its role as change agent should develop mechanisms for involving organized teachers in the planning of reform efforts.[1]

Although the movement for a federal law on public sector collective bargaining has been temporarily derailed, the subject continues to evoke interest. Because political and organizational factors vary so much from state to state and even among districts within a state, federal legislation in this area ought not to preempt state statutes. If sufficient political support exists for the passage of federal legislation, it should be drafted so as only to apply in states which do not have a statute that meets certain minimum standards. In this way, teachers and other public employees would be guaranteed a uniform process, but at the same time states would have an incentive to enact their own legislation.

STATE OFFICIALS

Although local conditions predominate in determining the shape of local agreements, state laws governing teacher bargaining do matter. Those states which require bargaining on a broad range of issues and which fail to impose harsh penalties for teacher strikes are likely to have, other things equal, districts with strong contracts. At the same time, teacher organizations in states with collective bargaining statutes feel less need to bypass the collective bargaining process by seeking satisfaction through either strikes or local political power. Rather, they can use the state law as a basis for building a stable

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[1]Recently the U.S. Office of Education ruled that state teacher organization representatives may now meet with OE compliance teams visiting states to monitor their progress in meeting PL94-142 mandates. In this way classroom teachers now have a formal mechanism for expressing their concerns and ideas about the program.

It might be a good idea to expand this arrangement to include meetings with other OE site review teams that monitor programs of interest to classroom teachers.

and productive collective bargaining relationship with the district. Even though the best settlements are those worked out by the parties themselves, there will always be some unresolved disputes. The evidence from this and other studies indicates that no single impasse procedure is uniformly effective. However, it is clear that many states need to upgrade their mediation services by increasing the number and quality of personnel.

The state role in educational finance will undoubtedly grow as a consequence of the equalization movement and the disenchantment with the property tax. State governments can, therefore, expect to feel even more pressure from organized teachers as state financial assistance looms larger. In fact, organized teachers may attempt to move more and more of the decisions now being made by local boards of education to the state level. In addition, state-mandated reforms in educational practice, like their federal counterparts, will increasingly need to accommodate teacher views.

LOCAL BOARDS OF EDUCATION

Most school board members avoid active participation in negotiations with teachers, limiting their activities to general instructions and the approval of final settlement. Technical knowledge and apolitical behavior seem the requisite characteristics for achieving expeditious bargaining. The delegation of responsibility for bargaining to professionals fosters routinization and perhaps harmony. However, it comes at the expense of real participation by elected representatives of the public. The sidelining of school board members may have partly provoked recently voiced demands for the direct involvement of community group leaders in the bargaining process. Whether school board members can continue to represent their constituents adequately while staying out of the bargaining "kitchen" is a normative question. But school board members may want to reconsider the trade-off they have made between efficiency in negotiations and their own participation in the process.

Statewide teacher groups have attained considerable power in legislatures and state administrative agencies through political action.

School boards associations have proven no match for them. Although in terms of numbers and financial clout the teachers have a definite advantage, school boards might achieve a more favorable balance if they devoted more resources to political action.

SCHOOL DISTRICT ADMINISTRATION

On almost all counts, management does better the more professional its negotiation team, whether the leader is an outside specialist or a well-placed insider. Professionalism in negotiations also seems to make contract implementation easier. Cooperative informal relations between management and employee representatives also engenders smooth implementation.

Collective bargaining is likely to spread eventually to almost all school districts. Thus, delaying actions may prove less efficacious than the development of familiarity with bargaining requirements. It also seems clear that over time agreements almost invariably become more advantageous to teachers.

These lessons are particularly germane to school principals. Although they may, for sound reasons, prefer to avoid participation in teacher negotiations, they will inherit the responsibility to make the contract work at the school site. The inevitability of collective bargaining implies that principals can best do their jobs by accepting the contract, working with teachers to adapt it to the school, and then use it as a mechanism for better management and teacher participation.

TEACHER ORGANIZATIONS

Teacher group officials, interested in forecasting the future shape of their contracts, will do well to observe outcomes in the large "flagship" districts with mature bargaining relations. The trend toward convergence in the characteristics of agreements seems quite strong. Our findings highlight the possibility of simultaneous progress on a number of fronts--compensation, working conditions, job security, professional matters--although within any category priorities may have to be established to score advances. It is so far unclear whether continuing enrollment decline and financial stringencies will transform collective bargaining. To the extent they do, school districts for

the first time may have to trade noneconomic items for the costly provisions they can no longer afford.

Political strategies can supplement collective bargaining gains. The research presented here indicates that teacher organizations derive impressive payoff from political action at the state level (e.g., direct gains in compensation and working conditions, favorable collective bargaining statutes) and much more modest returns from resources invested in the local scene. The establishment of cooperative relations with management seems associated with strong and broad contracts. Strikes, on the other hand, have produced decidedly mixed results. They frequently fail to secure the gains sought and often generate anti-teacher attitudes in the community.

RANK-AND-FILE TEACHERS

By and large, classroom teachers have substantial influence on how their organizations set bargaining agendas and select settlement points. For the noncompensation items analyzed in this report, the main advantages of the contract for teachers lie in systematizing in-school processes and constraining administrative capriciousness. Some advances in working conditions and professional matters appear to be independent of bargaining. That is, they occur in districts without contracts or are granted without negotiation in contract districts. Generally, a strong contract does not preclude good working relations between teachers and administrators and, in fact, an established professional relationship between the two is little affected by collective bargaining.

THE PUBLIC

Despite the significant effect of collective bargaining on school costs and tax rates, the general public shows little sustained interest in teacher bargaining except during times of crisis. Citizens may simply assume that their elected representatives on the school boards take an active part in negotiations, but we have seen that this rarely happens. In any case, community participation advocates appear to lead a phantom army. However, general public attitudes toward organized

labor and teacher collective bargaining do affect the very broad parameters of contracts, probably through election of sympathetic board members who then appoint like-minded school executives.

THE STUDENTS

Readers of this report will recognize that we have generally had precious little to say about students. Contrary to our expectations in initiating the research, we found that students probably experience the effects of bargaining only indirectly and occasionally. They may attend somewhat smaller classes, but for fewer hours per day and fewer days per year. Rising personnel costs may result in less supplementary learning resources for students, but at the same time teachers may be happier and aides and specialists more plentiful. An older and more highly credentialed teacher force may mean more expertise in instruction, but perhaps less flexibility and energy. How any of these consequences of collective bargaining influence the rate of learning or other student interests remains largely unknown.

Appendix A

BARGAINING DOMAINS AND CONSTITUENT PROVISIONS

Grievance Procedures

- Which items covered and excluded
- Who may file
- Who may represent teacher
- Whether subject to arbitration

School Calendar and Class Hours

- Length of school year
- Number of nonteaching days
- Maximum hours per day or week
- Number of nonteaching hours
- Number of staff and parent meetings
- Arrangements when maxima are exceeded
- Assignment of extra curricular duties

Class Size

- Specific class size maximum
- Arrangements when maximum is exceeded

Supplementary Classroom Personnel (Aides)

- Specification of number of aides
- Particular duties of aides
- Teacher participation in hiring, assignment of aides

Evaluation of Teachers

- Identity of evaluator
- Number of classroom visits required
- Whether written evaluation is accessible to teacher
- Teacher rights to respond to evaluation
- Teacher rights to respond to (community) complaints

Assignment of Teachers

- Probation period
- Teacher power to refuse assignment outside of subject or grade level

Transfers

a. Involuntary

- Whether permitted
- Whether there are explicit reasons required (e.g., enrollment decline, racial balance)
- Whether there are explicit criteria to select transferees

b. Voluntary

- Procedures stated
- Selection criteria stated

Reductions in Force

- Whether allowable reasons specified (e.g., enrollment decline, financial problems)
- Seniority criterion mentioned

Promotion

- Opportunities must be advertised
- Positions covered by promotion procedures
- Whether length of service and professional background are only criteria for promotion
- Specific procedures stated

In-Service and Professional Development Programs

- Content of programs
- Auspices
- Resources provided
- Teacher role in planning, conducting
- Credits for professional development

Instructional Policy Committees

- Whether committee mandated at school level
- Whether teachers constitute majority
- Allowable scope of deliberations
- Whether resources provided
- Obligations for management response, publication, etc.

Student Grading and Promotion

- Whether appeals mechanism available to students
- Whether teacher has final authority in grading

Student Discipline/Teacher Safety

- Teacher power to exclude disruptive student
- Specific procedures for suspension, expulsion
- Guarantee of teacher safety

Federal Programs

- Whether use of federal funds is affected by contract
- Whether effect of federal programs in following fields is discussed:

  Class-size regulations

  Aides

  Staff racial balance

Appendix B

METHODS USED TO ESTIMATE THE VALUE OF MISSING VARIABLES

In assembling data on background variables to explain contract outcomes, we encountered the following data lapses:

- Enrollment in school district by ethnicity, 1974 (31 missing out of 151)
- Minimum teacher salary (for B.A. degree) in school district, 1975 (27 missing out of 151)

We devised multivarate models fitted by OLS to estimate the values of these variables. After exploration, the most successful models were used to estimate the values of missing variables. They are described below.

$$E_{174} = \underset{}{-0.002} + \underset{(18.71)}{1.04}\, E_{170} + \underset{(1.53)}{0.001}\, P_{175} + \underset{(2.65)}{0.014}\, \Delta P_i + \underset{(2.00)}{0.008}\, D_i \qquad (2.08)$$

$$R^2 = 0.87 \qquad F = 83.73$$

$$\%E^B_{174} = \underset{}{-.022} + \underset{(42.89)}{1.059}\, \%E^B_{170} + \underset{(1.58)}{0.202}\, \%E^M_{170} - \underset{(2.70)}{0.137}\, D_i \qquad (1.00)$$

$$R^2 = 0.96 \qquad F = 489.39$$

$$\%E^O_{174} = 1.18\, \%E^O_{170}$$

$$R^2 = 0.96 \qquad F = 514.98$$

$$S_{175} = \underset{}{.004} + \underset{(4.52)}{0.507} S_{170} + \underset{(3.04)}{.086}\, Y_{170} + \underset{(1.69)}{.107}\, U_{174} - \underset{(1.43)}{.100}\, D_i + \text{regional dummy} \qquad (18.64)$$

$$R^2 = 0.41 \qquad F = 12.16$$

where

$E_{i70(74)}$ = the total enrollment for district in year 1970 (1974).

$\%E^{B}_{i70(74)}$ = the fraction of enrollment comprised of blocks in district i for year 1970 (1974).

$\%E^{O}_{i70(74)}$ = the fraction of enrollment comprised of Spanish surname, Asian and American Indians in district i in year 1970 (1974).

P_{i75} = the 1975 population of the county in which i lies.

ΔP_i = the percentage change in P_i between 1975 and 1970.

D_i = "Dominance" index for district i defined as 1970 school enrollment divided by 1970 population for the county in which i lies.

$S_{i70(75)}$ = the minimum starting salary for a teacher with no experience who has a B.A. degree in district i in 1970 (1975).

Y_{i70} = the fraction of all households in i's county who earned more than $15,000 in 1969.

U_{i74} = the fraction of the labor force in i's state which was unionized in 1974

Regional dummy = constructed with W = 0; South = 1; Northeast = 1; North Central = 1.

Appendix C

INDICATORS OF OVERALL CONTRACT SCOPE AND STRENGTH

In this appendix we detail the construction of scope/strength scores for the individual contracts in our sample. We believe these measures to have methodological as well as practical interest for the study of collective bargaining.

RAW SCOPE/STRENGTH SCORES

Each of our 11 key provisions was either attained or not attained in any given contract, yielding values of 0 or 1. Attainment for the sample ranged, in 1970, between .70 and .11. (See Table II.2, first column.) A single contract which contained provision 1 would be less impressive than one which contained provision 11. Conversely, a contract which failed to contain provision 11 would indicate more strength, relatively, than one which failed to include provision 1. We, therefore, gave each contract a component score for each provision equal to the difference between its own value for that provision (0, 1) and the sample value for that provision (e.g., .70 for 1; .11 for 11). We then took an algebraic sum of the resultant component scores and divided by 11. The calculation of the raw[1] scope/strength scores for two hypothetical contracts, A and B, would proceed as shown in Table C.1. A district which attained *all* provisions would have had in 1970 (1975) a score of 0.73 (0.57) and a district which attained none of the key provisions would have had a score of -0.27 (-0.43), given the observed array of outcomes in the sample in the two years.

We calculated raw scope/strength scores of the 133 1970 contracts and the 151 1975 contracts, each based on average sample outcomes for the particular year. We also calculated changes in the raw scope/strength scores between 1970 and 1975 for each of the 133 contracts. The change in scores indicates whether or not the contract for a

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[1] We term the scope/strength score the derivation of which is given here "raw" to distinguish it from an adjusted scope/strength score discussed next.

Table C.1

CALCULATION OF RAW SCOPE/STRENGTH SCORES:
TWO HYPOTHETICAL CONTRACTS

Provision	Attainment of Sample	Attainment in Contract A	Attainment in Contract B	Component Scores A	B
1	.70	1	0	+.30	-.70
2	.42	0	1	-.42	+.58
3	.39	1	0	+.61	-.39
4	.28	1	0	+.72	-.28
5	.21	1	0	+.79	-.21
6	.20	1	0	+.80	-.20
7	.20	1	1	+.80	+.80
8	.19	0	0	-.19	-.19
9	.16	1	0	+.84	-.16
10	.11	0	0	-.11	-.11
11	.11	1	1	+.89	+.89
				Σ +5.03	-0.50
				Σ ÷ 11 +0.45	-0.04

particular district kept pace with contracts in the *sample* of districts. Thus a negative score means the district failed to move as fast as the entire sample and not, necessarily, that it lost provisions over the time period. The results are given in Table C.2.

We see that the sample of contracts for each period fairly closely mirrored all the possible outcomes except that in 1970 the strongest contract registered a score of only .42 out of a maximum possible 0.73. The distributions of outcomes for the two years are quite similar with respect to the standard deviations and the number of outliers. When we examine the change in scores we see that the district which moved up the fastest gained 0.62 out of a maximum possible gain of 0.86 [0.56 - (-0.30)] while the district which fell farthest registered a loss of -0.47 out of a maximum possible loss of 0.83 [0.42 - (-0.41)]. The average district stayed at about zero over the period.

Table C.2

RAW SCOPE/STRENGTH SCORES: SAMPLE OF CONTRACTS, 1970-1975

Score	1970 (n=133)	1975 (n=151)	Δ1970 to 1975 (n=133)
Highest	0.42	0.56	0.62
Lowest	-0.30	-0.41	-0.47
Median	0.03	0.04	-0.02
Mean	0.00	0.00	0.01
Standard deviation	0.17	0.18	0.17
Number of contracts which exceeded mean by 1(2) standard deviation(s)	18(3)	26(4)	19(5)
Number of contracts which fell short of mean by 1(2) standard deviation(s)	24(0)	24(0)	22(3)

ADJUSTED SCOPE/STRENGTH SCORES

It occurred to us that the development of equations to explain the attainment of individual provisions could be employed to refine the measurement of bargaining scope. The measure we devised seems to us a useful contribution to the systematic analysis of collective bargaining. Our indicator measures attainments by exploiting the relationship between expected and actual outcomes for a given district. Due to the difficulties in developing satisfactory estimating equations, our chosen procedure is still primitive but we feel it constitutes an interesting advance in research on collective bargaining. It consists essentially in calculating *adjusted* scope scores--using individual outcome predictions--in a manner similar to the construction of the raw scores discussed above.

The theoretical underpinnings can be explicated simply. A contract is strong if it contains provisions not expected on the basis of the local situation; it is weak if it fails to contain provisions one would expect on the basis of these same local factors--organizational resources, statutes, and the relevant demographic and locational

variables. From the estimated conditional logit equations for 1970 we derived a prediction of the probability that a district will attain one of the eight key provisions; that probability estimate will range between 0 and 1. The district will in actuality either have attained that provision (value = 1) or will have failed to attain it (value = 0). That is, if the *predicted* probability of a particular district attaining the promotion rule provision equaled .25, then a place which exhibited a positive outcome on promotion rules would receive +.75 for that component of its scope score while a district with a contract lacking that provision would receive -.25. The difference between the predicted value and its actual value becomes a measure of the effectiveness of local bargaining efforts (and all unmeasured variables taken together) on the reasoning that a contract which achieves what is attained in no other like place is strong and conversely that a contract which fails to achieve what similar places achieve is weak. Again, the score components are summed algebraically and divided by the number of components (i.e., in this case, eight).

The overall scope score ranges theoretically between -1 and +1. A contract which generated a +1.000 score would mean that all provisions attained were unexpected in that type of place, indicating tough and extensive bargaining. A contract which generated a -1.000 score would signify that none of the expected provisions were attained, indicating weak and narrow bargaining. The results were as follows:

The values of the scores for all 133 districts in the 1970 sample were calculated. Because the estimating equations for the 1975 sample proved inadequate, we used parameter estimates derived for 1970 applied to the values of variables as they stood in 1975 to calculate scope scores for the 155 contracts in that latter period. The third column in Table C.3 is based on the change for each district in its score between 1970 and 1975 for all of the 133 school districts which had agreements in both periods.

In 1970, the highest scoring district registered about half the maximum possible strength while the lowest scoring district was at a point about one-fourth of the way (beginning at zero) to the lowest possible score. The central tendency, obviously, is at about zero,

Table C.3

ADJUSTED SCOPE/STRENGTH SCORES

Score	1970	1975	Change: 1970 to 1975
Highest	+0.48	+0.64	+0.74
Lowest	-0.28	-0.28	-0.40
Median	-0.01	+0.07	+0.10
Mean	0.00	+0.08	+0.10
Standard deviation	0.02	0.03	0.03

the point of "average" bargaining. By 1975 the highest scoring district had a score some +0.16 higher than the highest score in 1970, although the lowest scoring districts had identical values in the two years. The average district by then had a score on the plus side. Comparing scores, district by district, we see that the largest gainer moved up substantially although the largest loser also fell a good distance. The average district registered a small gain. It should be emphasized that in almost every case, districts had absolutely stronger and more extensive contracts in 1975 than in 1970; the scores we devised, then, indicate the scope of a district's contract, *relative to all like districts.*

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